Form 14B



ALBERTA BREEDER FINANCE INC.

HEIFER LIVESTOCK SUPPLY FORM **PART A - HEIFER CALVES** Dated the _____ day of _______, 20____. 1. GST 8259 0603 RT0001 2. Name of Feeder Association: 3. Name of Producer: The Livestock supplied are Heifer Calves only. The "Cost" of the Livestock is the amount of the Loan 4. obtained by Breeder Finance to purchase the Livestock. The "Total Cost" is the amount of this Loan plus all Administration and other Supply Costs. Brand/Identifier Location of Brand/ Number of Heifer Cost Identifier Calves ABFI Application Fee: Total Cost Of Cattle x 0.5% Plus GST. Or a Minimum of \$250.00 Plus GST ABFI Admin Fee Per Head Per Year Plus GST LFA Admin Fees Total Amount Financed: 5. Permitted Location: Otr Sec Twp W of **Third Party Location** Rge or The undersigned Producer acknowledges receipt of the above Livestock and agrees that the terms and conditions of this Livestock Supply Form shall form part of the Breeder Finance Program Agreement between Breeder Finance and the undersigned Producer. ALBERTA BREEDER FINANCE INC. **PRODUCER** Per: Print complete corporate, partnership or joint venture name, if Producer is a corporation, Signature of authorized representative of partnership or joint venturer Alberta Breeder Finance Inc. Signature and printed name of Producer or Printed name of authorized representative for ABFI

10712389.2 Rev.10.22.15

Title of authorized representative

Producer's authorized representative

Signature and printed name of Producer or Producer's authorized representative

FIRST PROMISSORY NOTE

Alberta the date	Breeder le of exec	ved, we, the undersigned, Finance Inc. the principal sun cution set forth below (the before and after demand.							
("ATB" f based of stateme	from time on "P" or	used in this promissory note, in the totime for commercial loan "Prime", the applicable rate of B as to the rate of interest ap	ns in Canad on any day	dian doll will dep	ars. \ end or	Where the interest rate for the "P" or "Prime" in effect	a credit facility is t on that day. The		
Paymer agreed	nt shall be to by Albe	e made on demand, and in an erta Breeder Finance Inc., an	y event by d signed by	June 15 / June 1	, 20 <u> </u>	_, in the event Part B below 	is not completed,		
Dated th	nis (day of	, 20	_•					
					PROD	UCER			
						Print complete corporate, partnership or joint venture name, if Producer is a corporation, partnership or joint venture per:			
Signature and printed name of Witness						Signature and printed no or Producer's authorized			
Signatu	re and pr	inted name of Witness			Per:	Signature and printed nor Producer's authorized			
PART E	3 – YEAR	LING HEIFERS							
1.	Dated th	ne day of		, 20					
2.	Name of Feeder Association and Name of Producer: Same as Part A								
3.	Number of Culls:								
4.	Value of Culls (exclude interest charges):								
5.	Calculation of equity and additional loan obtained by Breeder Finance to purchase equity in remaining Heifers:								
	(a) Current Market Value of Remaining Heifers ("Yearling Heifers") at per head								
	(b) Less Value of these Heifers as Heifer Calves from Part A at per head								
	(c)	Total Equity Purchase Price	(a-b)						
6.	Calculation of Cost after sale of Culls and Payment of Equity Purchase Price								
	(a)	Total Cost for all Heifer Calv	es/es						

	(b) Less Va	Less Value of Culls (from clause 4 above)								
	(c) Balance	Balance (a-b)								
	(d		Plus Equity Purchase Price for Yearling Heifers (from clause 5(c) above)								
	(e) New Co	New Cost (c+d) (not to exceed Breeder Finance maximum cost)								
7.	Tł	The remaining Yearling Heifers and the new "Total Cost" is as follows:									
	Number of Yearlin Heifers		earling	Brand/Identifier			cation entifier	of Brand	Cost		
							FI Admin ad Per Ye	Fee Per ar Plus GST			
						_	eder Ass min Fees	sociation			
	0					Oth	her Supply Costs				
	То					al New Financing:					
8.	P	ermitted Location	on:					_			
Qtr		Sec	Twp)	Rge	w	of	or	Third Party Location		
								01			
		signed Produce stock Supply Fo							he terms and conditions of Part A		
	ALBERTA BREEDER FINANCE INC. PRODUCER										
Per:							Print complete corporate, partnership or joint				
		Signature of authorized representative of Alberta Breeder Finance Inc.						venture name, if Producer is a corporation, partnership or joint venturer			
	Printed name of authorized representative of ABFI				Signature and printed name of Producer or Producer's authorized representative						
	Title of authorized representative				Signature and printed name of Producer or Producer's authorized representative						

SECOND PROMISSORY NOTE

This Promissory Note amends and replaces the First Promissory Note referred to in Part A above (the "First Note") as set forth herein.

For value received, we, the undersigned, and if more than one, jointly and severally, promise to pay to Alberta Breeder Finance Inc., by June 15, 20___:

(a) Interest only on the Principal in the First Note at the rate of Interest in the First Note from the Date of the First Note to the date of execution set forth below (the "New Date"), plus
 (b) Interest only from the New Date on the Principal sum of \$______ (the "New Principal") from the New Date at the rate of ______ % per annum compounded monthly ("Interest") both before and after demand.

"P" or "Prime" if used in this promissory note, means the prime-lending rate established by Alberta Treasury Branches ("ATB") from time to time for commercial loans in Canadian dollars. Where the interest rate for a credit facility is based on "P" or "Prime", the applicable rate on any day will depend on the "P" or "Prime" in effect on that day. The statement by ATB as to the rate of interest applicable to such credit facility on any day will be binding and conclusive for all purposes.

Payment of the remaining New Principal and all Interest thereon shall be made on demand, provided that so long as demand is not made, payment shall be made by the following instalments:

- (a) By June 15, 20___, 20% of the unpaid New Principal and accrued Interest thereon from June 15, 20___ to June 15, 20___.
- (b) By June 15, 20___, 25% of the unpaid New Principal and accrued Interest thereon from June 16, 20___ to June 15, 20___.
- (c) By June 15, 20___, 33.33% of the unpaid New Principal and accrued Interest thereon from June 16, 20___ to June 15, 20___.
- (d) By June 15, 20_{-} , 50% of the unpaid New Principal and accrued Interest thereon from June 16, 20 to June 15, 20 .
- (e) By June 15, 20___, 100% of the unpaid New Principal and accrued Interest thereon from June 16, 20___ to June 15, 20___.

and the balance of the New Principal and Interest owing on the Second Promissory Note, if any, shall be made on the date of the last instalment referred to above.

Dated this day of	_, 20		
		PRODU	JCER
		Print complete corporate, partnership or joint	
		venture name, if Producer is a corporation, partnership or joint venture	
		Per:	
Signature and printed name of Witness			Signature and printed name of Producer or Producer's authorized representative
		Per:	
Signature and printed name of Witness			Signature and printed name of Producer or Producer's authorized representative

[Completion instructions: Insert a fixed rate if interest is fixed, "Prime plus (insert rate)" if the rate is above prime, "Prime minus (insert rate)" if the rate is less than prime and "Prime" if the rate is prime.]

The following Supervisor's and Administrator's Certificate is for internal Breeder Finance use only. It does not form part of either the above Livestock Supply Forms or the above Promissory Notes.

SUPERVISOR'S AND ADMINISTRATOR'S CERTIFICATE _, the local supervisor for Feeder Association, hereby certify that I inspected the _____, 20___ and that the above Livestock were all branded with Livestock described above on the Breeder Finance's brand and were all present and accounted for. If I have valued these Livestock, the value is a reasonable estimated market value, to the best of my information and belief. _____, the administrator for ______ Feeder Association, hereby certify that I have obtained completed signed copies of all invoices, bills of sale, manifests and/or transportation permits for all of the above Livestock and that I have either provided originals or true copies of these documents to Breeder Finance. Dated this day of , 20 Per: Per: Local Supervisor Administrator SUPERVISOR'S SECOND CERTIFICATE I, ______, the local supervisor for _____ Feeder Association, hereby certify that I inspected the Livestock described above on _____, 20__ and that the above Livestock were all branded with the Breeder Finance's brand and were all present and accounted for. If I have valued these Livestock, the value is a reasonable estimated market value, to the best of my information and belief. Dated this _____, 20____ Per:

Local Supervisor