

June Application

GST 8259 0603 RT0001

December Application

Loan Number

PART A – HEIFER CALVES

Dated

Name of Feeder Association:

Name of Producer:

1. The Livestock supplied are Heifer Calves only.
2. The "Cost" of the Livestock is the amount of the Loan obtained by Breeder Finance to purchase the Livestock.
3. The "Total Cost" is the amount of this Loan plus all Administration and other Supply Costs.

Number of Heifer Calves	Brand/Identifier	Location of Brand/ Identifier	Cost
TOTAL			
Total Cost of Cattle x 0.5%			
Or a Minimum of \$250.00			
Plus GST			
ABFI Per Head Per Year Admin Fee			
Plus GST			
LFA Admin Fees			
Total Amount Financed			

Permitted Location:

Qtr	Sec	Twp	Rge	W of

or

Third Party Location

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

Signature of authorized representative for ABFI

Print complete corporate, partnership or joint venture name

Printed name of authorized representative for ABFI

Signature of producer or corporation, partnership or joint venture's authorized representative.

Title of authorized representative

Printed name of Producer or authorized representative

FIRST PROMISSORY NOTE

For value received, we, the undersigned, and if more than one, jointly and severally, promise to pay to Alberta Breeder Finance Inc. the principal sum of \$ _____ ("Principal") plus interest on the Principal, from the date of execution set forth below (the "Date"), at the rate of:

Prime plus 0.9% 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.

JUNE or DECEMBER PAYMENT DATES

Payment shall be made on demand, and in any event by _____ in the event Part B below is not completed, agreed to by Alberta Breeder Finance Inc., and signed by _____.

Dated _____

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

Signature of authorized representative for ABFI

Print complete corporate, partnership or joint venture name

Printed name of authorized representative for ABFI

Signature of producer or corporation, partnership or joint venture's authorized representative.

Title of authorized representative

Printed name of Producer or authorized representative

PART B - YEARLING HEIFERS

Date

Name of Feeder Association and Name of Producer: Same as Part A

Calculation of Equity and Additional Loan Obtained by Breeder Finance to Purchase Equity in Remaining Heifers

1. Current Market Value of Remaining Heifers ("Yearling	at	Per head =	
2. Minus Value of these Heifers as Heifer Calves from Part A	at	Per head =	

Culls

	Number of Culls	

Calculation of Cost After Sale of Culls and Payment of Equity Purchase Price

(c) Total Cost for all Heifer Calves	
(d) Minus Value of Culls	
(e) Balance	

New Cost (Not to exceed Breeder Finance maximum cost)

(e) Balance	
Plus (c) Total Equity Purchase Price	
New Cost	

The Remaining Yearling Heifers and the new "Total Cost" is as follows:

Number of Yearling Heifers	Brand/Identifier	Location of Brand/ Identifier	Cost
ABFI Per Head Per Year Admin Fee			
Plus GST			
LFA Admin Fees			
Other Supply Costs			
Total Amount Financed			

Permitted Location:

Qtr	Sec	Twp	Rge	W of

or

Third Party Location

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

Print Complete Corporate, Partnership Or Joint Venture Name

Signature of Authorized Rep for ABFI

Signature Of Producer Or Corporation, Partnership Or Joint Venture's Authorized Representative

Printed Name of Authorized Rep for ABFI

Printed Name Of Producer Or Authorized Representative.

Title of Authorized Rep for ABFI

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

- (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:

Prime plus 0.9% 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

- | | |
|------|--|
| 1 By | 20% of the unpaid New Principal and accrued interest thereon from |
| | to |
| 2 By | 25% of the unpaid New Principal and accrues interest thereon from |
| 3 By | 33.33% of the unpaid New Principal and accrues interest thereon from |
| 4 By | 50% of the unpaid New Principal and accrues interest thereon from |
| 5 By | 100% of the unpaid New Principal and accrues interest thereon from |

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 installment referred to above.

Date

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.

PRODUCER

WITNESS

Print Complete Corporate, Partnership Or Joint
Venture Name

Signature of Witness

Signature Of Producer Or Corporation, Partnership Or
Joint Venture's Authorized Representative

Printed Name of Witness

Printed Name Of Producer Or Authorized
Representative.

Signature of Witness

Signature Of Producer Or Corporation, Partnership
Or Joint Venture's Authorized Representative

Printed Name of Witness

Printed Name Of Producer Or Authorized
Representative.

OFFICE USE ONLY

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

I, _____, the Local Supervisor for
_____ Feeder Association,

hereby certify that I inspected the Livestock described above on _____ 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.

I, _____, 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 the above Livestock and that I have either provided originals or true copies of these documents to Breeder Finance.

Dated

Administrator's Signature

Print Administrator's Name

Signature Local Supervisor

Print Local Supervisor's Name

SUPERVISOR'S SECOND CERTIFICATE

I, _____, the Local Supervisor for

Feeder Association,

hereby certify that I inspected the Livestock described above on _____ 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

Signature Local Supervisor

Print Local Supervisors Name