

THIS AMENDING AGREEMENT made this ____ day of _____, 20__.

BETWEEN:

ALBERTA BREEDER FINANCE INC.
(herein called "**Breeder Finance**")

OF THE FIRST PART

- and -

of _____
(herein called the "**Producer**")

OF THE SECOND PART

AMENDING AGREEMENT – OUT-OF-PROVINCE LIVESTOCK

WHEREAS Breeder Finance and the Producer have entered into a Breeder Finance Program Agreement dated the ____ day of _____, 20__ (the "Program Agreement").

AND WHEREAS the Program Agreement provides in clause 5.1(b) and (d) thereof that the Producer must keep Livestock supplied by Breeder Finance to the Producer at a "...Permitted Location in Alberta, and at no other location without the express written permission of Breeder Finance..." and that the Producer must "only place the Livestock and Offspring in the care of a third party with the express written approval of Breeder Finance, and subject to a Custom Care Agreement in a form approved and signed by the third party, Breeder Finance and the Producer."

AND WHEREAS the Program Agreement also provides in clause 8.1 thereof that the Program Agreement may only be amended if the amendments are agreed to by Breeder Finance in writing.

AND WHEREAS the Producer has requested Breeder Finance to agree to permit certain Livestock supplied by Breeder Finance to the Producer, and the Offspring of these Livestock (the "Out-of-Province Livestock") at an agreed location in the Province of Saskatchewan or the Province of British Columbia (the "Permitted Out-of-Province Location") described in Schedule "A" hereto;

NOW THEREFORE Breeder Finance and the Producer, in consideration of the mutual covenants and agreements set forth herein, covenant and agree as follows:

1. AMENDMENT OF PROGRAM AGREEMENT

- 1.1 The Program Agreement is amended as set forth herein.
- 1.2 Except as expressly set forth herein, the Program Agreement is confirmed, and shall remain in full force and effect.
- 1.3 The above preamble, including the definitions set forth therein form part of this Agreement. The definitions in the Program Agreement shall also apply to this Agreement.

2. BREEDER FINANCE CONSENT/AMENDMENT

- 2.1 Subject to the conditions precedent set forth in clause 3 below, Breeder Finance consents to the Out-of-Province Livestock being cared for at the Permitted Out-of-Province Location, and the Program Agreement is amended to the extent set forth herein, subject to the following conditions:
 - (a) The Producer shall be at liberty to have the Out-of-Province Feeder keep and care for the Out-of-Province Livestock at the Permitted Out-of-Province Location commencing the

date that all of the conditions in clause 3 below have been satisfied until the ____ day of _____, 20__ (the "Term");

- (b) The Producer shall keep the Out-of-Province Livestock at the Permitted Out-of-Province Location for the Term, and at no other location, without the express written permission of Breeder Finance;
- (c) The word "PPSA" defined in the Program Agreement shall include the *Personal Property Security Act* (British Columbia) if the Permitted Out-of-Province Location is in British Columbia, and the *Personal Property Security Act* (Saskatchewan) if the Permitted Out-of-Province Location is in Saskatchewan;
- (d) The Producer shall provide Breeder Finance with copies of manifests and "A" Forms verifying the transportation of the Out-of-Province Livestock from Alberta to British Columbia or Saskatchewan, and manifests and "A" Forms verifying the transportation of the Out-of-Province Livestock back to Alberta at the end of the Term.

3. CONDITIONS PRECEDENT

3.1 The Out-of-Province Livestock shall not be moved from their Permitted Location in the Province of Alberta to the Permitted Out-of-Province Location until all of the following conditions precedent have been met:

- (a) Breeder Finance confirms to the Producer that a financing statement in the form approved by Breeder Finance has been registered under the PPSA for the Province of British Columbia if the Permitted Out-of-Province Location is in the Province of British Columbia, or under the PPSA for the Province of Saskatchewan, if the Permitted Out-of-Province Location is in the Province of Saskatchewan;
- (b) If the Out-of-Province Livestock are to be cared for by a third party (the "Out-of-Province Feeder"), Breeder Finance shall be in receipt of a fully executed Custom Care Agreement, in a form approved by Breeder Finance, signed by the Out-of-Province Feeder and the Producer;
- (c) If the Out-of-Province Livestock are to be kept at land or premises rented by the Producer Breeder Finance shall be in receipt of a fully executed Waiver of Dstraint Agreement, in a form approved by Breeder Finance, signed by the landlord and the Producer; and
- (d) An authorized representative of Breeder Finance has:
 - (i) inspected the Out-of-Province Livestock and has confirmed that all Out-of-Province Livestock (including, in particular, all Offspring) have been branded with a Breeder Finance Brand,
 - (ii) inspected the Permitted Out-of-Province Location and has confirmed to Breeder Finance that the Permitted Out-of-Province Location is suitable for the Out-of-Province Livestock to be fed and cared for,
 - (iii) if the Out-of-Province Livestock are being cared for by an Out-of-Province Feeder, that the Out-of-Province Feeder's facilities are adequate to properly feed and care for the Out-of-Province Livestock, and that the Out-of-Province Livestock are adequately identified to ensure that they can be distinguished from other livestock in the care of the Out-of-Province Feeder.

- 3.2 This Agreement shall not take effect until all of the conditions in clause 3.1 have been satisfied, or have been waived in writing in whole or in part, by Breeder Finance. In the event these conditions are not satisfied or waived by Breeder Finance in writing, this Agreement shall be void.

4. RETURN OF THE OUT-OF-PROVINCE LIVESTOCK TO ALBERTA

- 4.1 The Out-of-Province Livestock shall be returned to the Permitted Location in Alberta on or before the end of the Term unless the Term is extended, in writing, by Breeder Finance. Breeder Finance may arbitrarily withhold this consent, or may grant this consent subject to such conditions as Breeder Finance thinks fit in its discretion.

5. GENERAL PROVISIONS

- 5.1 Notwithstanding the foregoing, this Agreement shall be continued to be interpreted in accordance with the laws of the Province of Alberta subject only to any applicable laws of the Province in which the Permitted Out-of-Province Location is situated.
- 5.2 This Producer hereby expressly waives the right to receive a copy of any financing statements, and statements confirming the registration of financing statements, that may be registered under the PPSA in connection with any security interest created under the Program Agreement or this Agreement.
- 5.3 The Producer acknowledges receipt of a copy of this Agreement.

Notice to the Producer: Please read this Agreement carefully before you sign it. You have the right to obtain independent legal and accounting advice before you do so.

IN WITNESS WHEREOF Alberta Breeder Finance Inc. and the Producer have signed this Agreement effective the date and year first above written at _____, in the Province of Alberta.

ALBERTA BREEDER FINANCE INC.

Per: _____

Signature, printed name and title of
authorized representative

PRODUCER

Print complete corporate, partnership or joint
venture name, if Producer is a corporation,
partnership or joint venturer

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

SCHEDULE "A"
ALBERTA BREEDER FINANCE INC.
OUT-OF-PROVINCE LIVESTOCK

1. Dated the ____ day of _____, 20__.
2. Name of Association: _____
3. Name of Producer: _____
4. The Out-of-Province Livestock are:

Number	Kind	Brand/Identifier	Location of Brand/ Identifier

5. Name of Out-of-Province Association or Landlord : _____
6. Mailing address of Out-of-Province Feeder or Landlord: _____
7. Phone/Fax/E-mail address of Out-of-Province Feeder or Landlord: _____
8. Permitted Out-of-Province Location:

Qtr	Sec	Twp	Rge	W of	or	Feedlot Address

The undersigned Producer acknowledges that the terms and conditions of this Out-of-Province Livestock Form shall form part of the Amending Agreement to which this Schedule is attached.

ALBERTA BREEDER FINANCE INC.

Per: _____
Signature of authorized representative of
Alberta Breeder Finance Inc.

Printed name

Title of authorized representative

PRODUCER

Print complete corporate, partnership or joint venture
name, if Producer is a corporation, partnership or
joint venturer

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

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