

**ALBERTA BREEDER FINANCE INC.  
WAIVER OF DISTRAINT AGREEMENT**

The undersigned livestock producer (the "Producer"), the undersigned landlord (the "Landlord") and Alberta Breeder Finance Inc. ("Breeder Finance") hereby represent, warrant and agree as follows:

1. The Lease: The Landlord has, by a lease dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ leased lands and premises legally described as:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
[insert legal description and (if available) address]  
  
(herein referred to as the "Land").
2. Lease in Good Standing: The Lease is in good standing, all payments thereunder have been made by the Producer to date, and there are no existing defaults under the Lease and the Lease is in full force and effect.
3. Waiver of Right to Distrain: The Landlord acknowledges that the Producer intends to feed and care for Breeder Finance Livestock which are branded with a Breeder Finance brand (the "Livestock") on the Land. The Landlord specifically waives its right to distrain against the Livestock in favour of the interest and rights of Breeder Finance in the Livestock.
4. No Lien: The Landlord acknowledges, for greater certainty, that the Landlord has no lien rights on any of the Livestock, including the right to detain and sell the Livestock under the *Animal Keepers Act*, Statutes of Alberta 2005, c. A-40.5, as amended from time to time, *The Animal Products Act*, Revised Statutes of Saskatchewan, 1978 (supp), c. A-20.2 as amended from time to time and the *Livestock Lien Act*, Revised Statutes of British Columbia, 1996, c. 272 as amended from time to time, and that in any event, all such lien rights are waived in full.
5. Producer Default: The Landlord agrees that in the event of a default under the Lease in relation to which the Landlord intends to enforce remedies, the Landlord will, within 15 days' of such default, and before taking steps to enforce any remedies, notify Breeder Finance in writing of the default and allow Breeder Finance, at its option, to remedy the default. The Landlord further agrees that upon receiving notification from Breeder Finance of default by the Producer with respect to the Producer's obligations to Breeder Finance, to permit Breeder Finance and its representatives to enter upon the Land and remove the Livestock.
6. No Surrender: The Landlord agrees not to accept a surrender of the Lease without the written consent of Breeder Finance.
7. No Obligation to Pay Rent: The Landlord acknowledges and agrees the Producer is solely responsible to pay rent for the Land and to perform the Producer's obligations under the Lease and that Breeder Finance has no obligations to the Landlord whatsoever in this regard, and that Breeder Finance shall only be obliged to do so to the extent that it agrees, at its option, to remedy the Producer's default.
8. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, subject only to any applicable laws of the province in which the Livestock are situated. The Landlord hereby irrevocably submits and attorns to the jurisdiction of the Courts of the Province of Alberta.

9. Enurement: This Agreement shall enure to the benefit of and be binding upon the personal representatives, administrators and successors of the Producer and the administrators, successors and assigns of Breeder Finance and the Landlord.

IN WITNESS WHEREOF Breeder Finance, the Producer and the Feeder have signed this Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, in the Province of \_\_\_\_\_.

**ALBERTA BREEDER FINANCE INC.**

\_\_\_\_\_  
(print complete name of Landlord)

Per: \_\_\_\_\_  
Signature, printed name and title of  
authorized representative  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

Per: \_\_\_\_\_  
Signature, printed name and title of  
authorized representative of Landlord  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_  
\_\_\_\_\_

**PRODUCER**

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

Per: \_\_\_\_\_  
Signature and printed name of  
Producer or Producer's authorized  
representative

Per: \_\_\_\_\_  
Signature and printed name of  
Producer or Producer's authorized  
representative

**PRODUCER**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_