

# THINK FARM. THINK AGRIROOTS.

## AGRICULTURAL MORTGAGES



## We're your agricultural mortgage partner.

### Option 1: Refer your Ag clients to us

And we'll manage it all, including complete brokerage and lending packages to ensure your client gets the right funding for their individual needs.

### Option 2: Electronic Submission to AgriRoots

Continue to work with your clients. Submit the file electronically to AgriRoots Capital Management. FamilyLending.ca Inc. will act on behalf of AgriRoots Capital Management.

\*Subject to executed Broker Engagement Package.

**Either way, earn a finders fee for each of your approved clients!**

### How do I submit a deal?

Please email [brokers@agriroots.ca](mailto:brokers@agriroots.ca) for a broker engagement package. All deals are received electronically.

### We lend across Canada

AgriRoots lends in all provinces except Quebec, the Yukon Territory, the Northwest Territories, and Nunavut.

### Contact us today!

519 351 5650 | 1 877 455 1478

AGRICULTURAL MORTGAGES	
1 <sup>ST</sup> Mortgages	2 <sup>ND</sup> Mortgages
Rates from 8.49%*	Rates from 10.99%*
75% MAX LTV	75% MAX LTV
2% Base Lender Fee*	
Interest Only Payment	
Broker Sets Their Fee	

RURAL RESIDENTIAL & COMMERCIAL MORTGAGES	
Up to 80% LTV	Interest Only Options
Rates from 8.49%*	Interest Reserve Options
2% Lender Fee*	Bridge Financing Available

\*Subject to change

**All mortgages through AgriRoots Capital Management Inc. and its subsidiaries will be brokered through the originating broker and FamilyLending.ca Inc., ON Brokerage #12114. FamilyLending.ca Inc. is a related brokerage, registered in multiple Canadian provinces.**

# Financing the success of agriculture in Canada.

AgriRoots Capital Management Inc. is an alternative lending organization focused on Canadian agricultural mortgages. We take the time to consider the individual needs of our borrowers and then build the best financial strategy to move them forward successfully.

Our niche is providing bridge capital (12-36 months) with the goal of transitioning them back to traditional financing or another predefined exit strategy.

## We lend to support more than farms.

AgriRoots clients span any agriculture related business. If it's zoned agricultural or commercially zoned to support agricultural production—for example a cheese factory, or food processing facility—we're here to help.

## Don't delay – Contact us today!

Contact AgriRoots for more information, to receive our full Broker Information Kit, or to make your first referral now!

## agriroots.ca

AgriRoots Capital Management Inc.

### Corporate Head Office

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**519 351 5650 | 1 877 455 1478**

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## The AgriRoots Difference

With over 35 years of financial and agricultural experience and knowledge, our niche at AgriRoots Capital Management Inc. (AgriRoots) is providing bridge financing to Canadian farming and agricultural operations. Our mission is to put your client on the path to traditional financing or another predefined, predetermined exit strategy.

We are not pure equity lenders. We take the time to understand each client, their unique needs, and the best financial strategy to move them forward. We always insure there is a viable financial plan including repayment of debt obligations and a clear exit strategy for your client.

### What We Require

Our underwriting process is based on a **holistic approach which includes reviewing the entire operation in addition to the financial analysis. Our underwriting team attributes significant value to the backstory of your client.** By understanding the operation's history, current situation, and future aspirations we tailor the financial solution to match. We see value in keeping Canadian farmers on Canadian farms.

### A typical lending package we request includes the following:

- 2 pieces of valid ID (acceptable ID varies depending on the province).
- Consent & KYC forms.
- Loan request details.
- Address of the subject property(s).
- Detailed Personal Net Worth Statement(s) with a credit bureau report.
- 3 years of Personal tax returns with all applicable Business, Rental, and Farm Statements and/or Corporate Financial Statements (Notice of Reader at a minimum) as applicable.
- Breakdown of the use of funds.
- Cashflow projections (revenue and expenses) for 1-3 years depending on the operation.
- AACI Appraisal.
- Executive Summary of the history of the operation/borrower, experience, and production plans for the property/operation.
- Proposed exit strategy and timeline.

**\*\*Please note** that the last 2 items on this list are often left out however, we view them as an integral part of the package that allows us to speed up the underwriting and approval process.

**\*\*\*Please note** that an appraisal may be required after a commitment is issued.

We look forward to reviewing your deal.

AgriRoots Capital Management Inc.

**Lender Broker/Agent Agreement**  
**(the "Agreement")**

This Agreement is between **AgriRoots Capital Management Inc.** (the "Lender") and \_\_\_\_\_ (the "Broker/Agent") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

The Broker/Agent wishes to submit to the Lender a mortgage loan application.

The Broker/Agent acknowledges that the Lender has a Servicing Agreement with Brokerage, FamilyLending.ca Inc. (referred to as "the brokerage"). The Brokerage holds licenses in all provinces except Quebec. The Lender works with the Brokerage to comply with all provincial regulatory guidelines. FamilyLending.ca Inc. will disclose to the borrower its role in the transaction to meet regulatory requirements in each province. The brokerage "acts for the lender" unless otherwise stated and as provincial regulations require.

**Acknowledgement and Agreement:**

- 1) Broker/Agent will submit a Mortgage Loan Application to the Lender through Filogix Expert, Velocity, or Finmo, Door, or other operating systems. The Lender will then communicate with Brokerage regarding the mortgage loan application, as stated above.
- 2) Broker/Agent will be connected with a licensed broker or agent underwriter and credit analyst of the Lender and FamilyLending.ca Inc. An employee of the Lender or the Brokerage may hold a dual role between the Brokerage and the Lender. An employee of the Lender may be a licensed agent broker of the Brokerage for regulatory purposes.
- 3) Broker/Agent agrees to provide the Brokerage all additional mortgage loan application details as requested and any related documents, as requested by the Brokerage and/or Lender. The Broker/Agent agrees that all documents submitted are true, accurate, and complete in all respects and are following the Origination Standards for Fraud Avoidance as established by provincial mortgage associations, provincial regulators, and federal and/or provincial governing bodies in which the Broker/Agent carries on business.
- 4) If the Broker/Agent does not have supporting documentation of the Applicant, upon receiving Consent the Brokerage will contact the Applicant on behalf of the Lender to obtain all further information as necessary to facilitate the loan and satisfy all provincial regulatory requirements.
- 5) The Brokerage will prepare all regulatory documents on behalf of the Lender and contact the Broker/Agent/Applicant for signature as provincially required. The Brokerage has a professional responsibility to ensure that risks and suitability are assessed for both the Lender and the Applicant. This will require extension conversations with the Applicant, as well as underwriting and analysis with the Lender.
- 6) Broker/Agent acknowledges that they hold a license to deal and trade in mortgages in their provincial jurisdiction and also acknowledges errors and omissions insurance coverage. Lender and/or Brokerage may request a background check.
- 7) Broker/Agent will conduct business honestly and professionally, disclosing any or all information relating to a mortgage loan application, as known to the Broker/Agent, that may affect the Lender's approval decision, reputation, or liability.
- 8) Broker/Agent will verify the identity of every applicant, co-applicant, and/or guarantor and notify the Lender if such identity cannot be verified in accordance with regulatory requirements.
- 9) Broker/Agent, Lender, or Brokerage agrees to not act as a representative for an applicant regarding a mortgage loan if the Broker/Agent, Lender, and/or Brokerage has reasonable grounds to believe that the application is unlawful or fraudulent. Broker/Agent, Lender, or Brokerage will notify the other parties immediately.

- 10) All parties will comply with all laws, rules, and regulations applicable to the mortgage transaction, including, but not limited to, laws, rules, and regulations relating to anti-money laundering, mortgage broker legislation, Canada's Anti-Spam Legislation (CASL) and privacy legislation, credit bureau and consumer reporting legislation, consumer protection and disclosure requirements;
- 11) The Broker/Agent will obtain, in writing and in a manner and form acceptable to the Lender and/or Brokerage before submitting a mortgage application to the Lender and in compliance with all applicable laws and regulations, the consent of the applicant for the submission of the application to the Lender, including third-party consent allowing the Lender and Brokerage all related documentation and investigations as it relates to the mortgage application.
- 12) The Broker/Agent will advise the applicant that they will be required to sign a new consent form directly with the Brokerage.

**The Lender:**

- a) Will provide consistent underwriting practices based upon the Lender's underwriting guidelines current at the time the underwriting activities occur and ensure that decisions and documentation reviews are made within an acceptable period.
- b) Is not obliged to accept or approve any mortgage loan application submitted to it by the Broker/Agent.
- c) The Lender will provide updates to the Broker/Agent as applicable.
- d) Will compensate the Broker/Agent's Brokerage Firm based upon the amount, type, and term of any mortgage loans funded by the Company per such compensation schedules or agreements as communicated by the Lender to the Broker/Agent from time to time.
- e) Will provide updated information and pricing on the Lender's products to the Broker/Agent.
- f) The Lender will add the Broker/Agent to their permitted list of approved Brokers and Agents.
- g) AgriRoots Capital Management Inc. is a licensed mortgage administrator.

Broker/Agent Indemnity of the Lender: Broker/Agent will indemnify and hold harmless the Lender and its affiliates, directors, officers, employees, agents, successors, and assigns from and against any and all loss, liability, claim damage, or expense, whether direct, indirect or consequential, any statutory or regulatory suit, action or proceeding for fines, penalties, costs, assessments, compliance or cease-and-desist orders and including legal fees on a substantial indemnity (i.e. solicitor and his/her own client) basis, which may be brought against them in tort, contract, statute or otherwise arising from, related to or in connection with the services provided by Broker/Agent or any of the activities of Broker/Agent contemplated by or undertaken according to this Agreement, directly or indirectly, and in respect of fraudulent or criminal conduct, errors or omissions, or misrepresentations, whether done intentionally, negligently or otherwise.

Without limitation, the above indemnity obligation of the Broker/Agent shall also apply to all breaches by the Broker/Agent of this Agreement; any claim by a customer arising from, or related to, a mortgage application or mortgage commitment, including the way documents provided to the customer, were described or any misrepresentations made by the Broker/Agent and the use and/or misuse of personal information of the customer; the Lender's failure or refusal to act on an electronic instruction given or purported to be given by Broker/Agent; and any non-compliance or alleged non-compliance by the Broker/Agent of any applicable laws and regulations (regardless of whether a claim is successful). The indemnity provided in this section shall survive the termination of this Agreement.

**General:**

The Broker/Agent will always be a non-exclusive Broker/Agent for the Lender and will not at any time represent that it is in any agency, employment, or partnership relationship with the Lender.

This Agreement may be terminated by: (i) either party upon 30 days prior written notice, or (ii) immediately by the Lender should Broker/Agent breach any obligation or condition of this Agreement.

Any such termination will not affect the rights and obligations of the parties under this Agreement before the date of termination.

The Lender may assign this Agreement without the prior written consent of the Broker/Agent, but Broker/Agent may not assign it without the Lender's prior written consent. This Agreement is binding upon the parties, their respective successors, and permitted assigns.

This Agreement is to be governed by and applied and interpreted in accordance with the applicable laws in the Province of Ontario and the laws of Canada applicable therein, provided that the Broker/Agent shall comply with laws in the jurisdiction(s) in which it carries on business, or which otherwise regulates its activities as a Broker/Agent. The parties are attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

The term "including" means "including without limiting the generality of the foregoing."

If any one or more provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any way, the remaining provisions hereof shall not be affected or impaired thereby.

This Agreement may be amended occasionally to reflect the then applicable legal requirements.

This Agreement may be signed in counterparts.

**AGENT BROKER**

**Agent/Broker** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and License Number \_\_\_\_\_

*If Ontario you must provide your Level 1 or Level 2, Broker licensing status.*

Brokerage Name and License Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**LENDER: AgriRoots Capital Management Inc.**

Per:

Name:

Title:

Dated:

Please return by email to: