

This contract has been reviewed solely for compliance with the Reform of Agencies, Boards, and Commissions Act, Conflicts of Interest Act and the associated regulations, directives, and guidelines. The comments below do not constitute legal advice to the AFSC.

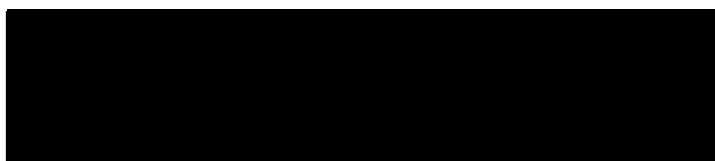
THIS AGREEMENT dated the 30<sup>th</sup> day of JAN, 2018

BETWEEN:

THE AGRICULTURE FINANCIAL SERVICES  
CORPORATION BOARD OF DIRECTORS  
(hereinafter called "the Board")

- and -

STEVE BLAKELY



It is agreed between the Board and the Employee as follows:

POSITION

1. The Board shall employ the Employee in the position of Chief Executive Officer, Agriculture Financial Services Corporation (hereinafter called the "Corporation") and the employee shall perform the duties of such position and shall assume such additional duties as may from time to time be prescribed by the Chair of the Agriculture Financial Services Corporation ("Chair") or the Chair's duly authorized designate. The Employee is a "designated executive" pursuant to the *Reform of Agencies, Boards and Commissions Compensation Act*. (the "Act") The Employee shall report to the Board.

TERM

2. The Employee's employment contract shall commence on May 1, 2018 and such employment shall terminate on April 30, 2021. The Board may, in its discretion offer the Employee one additional term of 3 years commencing on May 1, 2021 and terminating on April 30, 2024. This additional term may be exercised by giving notice to the Employee at least 3 months prior to the end of the first term of its intention to renew this Contract, on the same terms set out hereafter except with respect to Term. This Contract may be sooner terminated as hereinafter set out.

REMUNERATION

3. (a) The Board shall pay the Employee at the rate of \$ 301,000 per annum payable in monthly installments of \$ 25,083.33 less any and all deductions required to be made by law or as authorized by the Employee. At the Employee's option, the Employee shall be eligible to receive a portion of the monthly installment at mid month.

(b) The Board will review the compensation structure and the Employee's performance on a regular basis, consistent with Government of Alberta and the Corporation's Policies as well as the Act.

## CONTRACT OF EMPLOYMENT – STEVE BLAKELY

### PAYMENT IN LIEU OF PENSION

4. The Employee shall not participate in the Management Employees Pension Plan (“MEPP”) or the Supplemental Retirement Plan (“SRP”). The Corporation shall instead pay the Employee an amount equivalent to what would have been the Corporation’s Employer Contribution to both MEPP and SRP, firstly through an RRSP, and for any amounts not payable through RRSP, they shall be paid directly to the Employee.

### BENEFITS

5. The Employee shall be eligible for the following benefit plans (and equivalent Employer/Employee cost sharing arrangements) accorded to employees of the Corporation.

- (a) Paid annual vacation leave of 30 days. The scheduling of vacation shall be subject to the approval of the Chair. Upon termination of this Agreement accrued vacation entitlement shall be calculated in accordance with the Corporation policy and the Employee shall, at such termination, reimburse the Corporation for any vacation taken in excess of entitlement. Any accrued vacation entitlement not taken by the Employee at such termination shall be paid by the Corporation to the Employee.

- (b) Eligibility to earn up to a maximum of 36.25 hours, to be taken as earned time off, subject to the guidelines and rules outlined in the Corporation’s Earned Time Off policy.

- (c) Paid holidays and special leave normally granted to employees of the Corporation, including, the Christmas Closure, when the office is closed over Christmas holidays.

- (d) Participation in the AFSC Benefit Plan (employer and employee funded) with the following components:

- i. Life and Accidental Death and Dismemberment Insurance; Group Life Insurance and Dependant Life Insurance
- ii. Homewood Health, Employee and Family Assistance Program;
- iii. Long Term Disability Insurance;
- iv. Extended Health and Dental Insurance
- v. Health Spending Account

### AUTOMOBILE

6. The Board agrees to provide the Employee with an automobile in accordance with policy with a maximum price of \$39,000 for a hybrid/electric vehicle or price of \$32,000 for a gas/diesel vehicle in alignment with Government of Alberta Ministerial Guidelines, or, at the Employee’s choice , a \$6000 per annum vehicle allowance .

## CONTRACT OF EMPLOYMENT – STEVE BLAKELY

### TRAVEL AND SUBSISTENCE EXPENSES

7. (a) The Employee shall be entitled to reimbursement for traveling and subsistence expenses incurred in the course of travel authorized by the Chair or the Chair's duly authorized designate. The amount of reimbursement shall be as prescribed for employees of the Corporation, consistent with Government of Alberta Ministerial Guidelines, as amended from time to time.
- (b) The Corporation agrees to reimburse the Employee for expenses incurred in the course of relocating in accordance with the relocation policies of the Corporation.
- (c) The Employee may be reimbursed for Business Expenses incurred while performing the duties of the position, consistent with Government of Alberta Ministerial Guidelines, as amended from time to time

### TERMINATION

8. (a) The Board reserves the right to terminate the employment of the Employee under this Agreement at any time without notice for just cause.
- (b) The Board may terminate the employment of the Employee under this Agreement without reason or cause by giving 4 weeks' notice per year of continuous service in writing to the Employee of the Board's intention to terminate the Employee's Employment. The Board's obligations to give notice may be discharged by paying to the Employee an amount equal to:
  - i. 4 weeks of the Employee's base salary, and
  - ii. an amount equal to the Corporation's cost for 4 weeks of the benefits the Employee was receiving before termination, to a maximum of 16% of the amount set out in 8(b)(i).for every year of continuous service with the Corporation, to a maximum of 52 weeks of the Employee's base salary.
- (c) The Employee may terminate employment under this Agreement by providing the Board with at least 90 days prior written notice of termination. All outstanding vacation will be paid out pursuant to Clause 5(a) unless otherwise agreed to by the Board.
- (d) The Employee agrees as a condition precedent for receiving the severance set out in 8(b), that if the Employee becomes employed either with the Crown or a public agency during the severance period (the period starting the day after termination and ending after the number of weeks determined under section 8(b)), the Employee will repay the Corporation a portion of that severance pay equal to the amount of salary, before mandatory statutory deductions and

## CONTRACT OF EMPLOYMENT – STEVE BLAKELY

benefits, earned in respect of the person's new employment during the severance period, to a maximum of the severance pay, before mandatory statutory deductions, paid in respect of the portion of the severance period for which the person is employed.

- (e) The Employee shall not receive severance
- (i) In the event of termination for cause;
  - (ii) In the event of the non-renewal of a contract of employment or term of appointment; or
  - (iii) On resignation or retirement.

The parties agree the above termination provisions are reasonable.

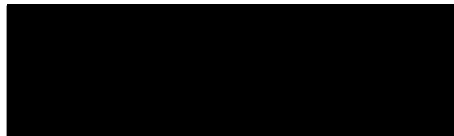
### NOTICE OF TERMINATION

9. Notice of termination shall be in writing and shall be given personally or by prepaid registered letter addressed to the party for which intended at the address hereunder, or to such other address as may be substituted therefore from time to time, and if mailed, shall be deemed to be given forty-eight (48) hours after it is mailed:

#### TO THE CHAIR:

5718-56 Avenue  
LACOMBE, Alberta  
T4L 1B1

#### TO THE EMPLOYEE AT:



### CONDUCT

10. The Employee agrees to comply with:
- (a) the Code of Conduct and Ethics Regulations for employees of the Agriculture Financial Services Corporation as amended from time to time;
  - (b) all rules and regulations established from time to time by the Government of Alberta and the Board for the conduct of employees.
  - (c) the Mandate and Roles Document that exists between the Board of Directors and the Minister of Agriculture and Forestry

**CONTRACT OF EMPLOYMENT – STEVE BLAKELY**

(d) The Conflicts of Interest Act, and specifically provisions dealing with restrictions on advancing private interests, using influence, using insider information and disclosure of real and apparent conflicts of interest, as well as limitations on concurrent employment. In addition, the Employee understands that there is a possibility that he may become a Designated Official under the Conflicts of Interest Act, which may lead to restrictions on ownership of public securities, disclosure requirements to the Ethics Commissioner, including financial disclosure, as well as post employment restrictions.

**NO OTHER  
SERVICE**

11. The Employee shall devote all of his time and give his best efforts to the discharge of his duties hereunder and he shall not during the term hereof enter into the service of or be employed in any capacity or for any purpose whatsoever by any person, firm or corporation other than the Corporation and he shall not during the said period of time be engaged in any business, enterprise or undertaking other than his employment hereunder.

**CONFIDENTIAL  
MATERIALS**

12. All information and materials prepared or acquired by the Employee in the discharge of his duties hereunder are of a confidential nature and shall not be released or disclosed by the Employee to any party other than the Board or the Corporation, unless such release or disclosure is authorized by the Board or Corporation.

**MATERIALS  
PROPERTY OF  
EMPLOYER**

13. Upon expiration or termination of this Agreement, all materials and other information acquired or produced by the Employee in connection with the performance of this Agreement become the sole property of the Corporation without further compensation or payment to the Employee and the Employee shall forthwith transmit such information and materials to the Corporation.

**TRADE  
KNOWLEDGE**

14. Any trade knowledge acquired by the Employee as a result of the performance of this Agreement shall be held in strict confidence unless release is specifically authorized by the Board or Corporation and any benefits resulting from the development of such trade knowledge shall accrue to the Corporation.

**THIS  
AGREEMENT  
REPRESENTS  
TOTAL  
AGREEMENT**

15. This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements between the parties. There are no conditions to this Agreement and there have been no representations or warranties made by the parties except as contained in this Agreement.

16. The Parties may, from time to time and by mutual agreement, amend the terms of this Agreement.

17. This Agreement may be executed in counterpart without the parties being physically present together and may be circulated via electronic means. For

**CONTRACT OF EMPLOYMENT – STEVE BLAKELY**

the purposes of this Contract, signatures sent electronically via email are as valid as original signatures.

18. This Contract is governed by the Laws of the Province of Alberta, and the Parties attorn and agree to the jurisdiction of the courts in the Province of Alberta.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

This Agreement is effective as of the date and year first above written.

**EMPLOYEE:**

STEVE BLAKELY  
Printed Name  
[Signature]  
Signature  
JAN 30/18  
Date

**WITNESS:**

Jean Blakely  
Printed Name  
[Signature]  
Signature  
Jan 30, 2018  
Date

**EMPLOYER:**

Jennifer Larkin  
Board Chair, Agriculture Financial Services Corporation  
[Signature]  
Signature  
Jan 30/18  
Date

Craig Flinders  
Printed Name  
[Signature]  
Signature  
Jan 30 2018  
Date

*Compliance with the provisions of the Reform of Agencies, Boards and Commissions Compensation Regulation confirmed by:*

Lana Loughheed  
Deputy Minister and Public Service Commissioner  
[Signature]  
Signature  
February 6, 2018  
Date

Claire Ryan  
Printed Name  
[Signature]  
Signature  
February 6, 2018  
Date