



Medium & Long-Term Note Program

Farm Credit Canada



Canada

This Information Memorandum has been prepared for use in connection with the sale in Canada of Farm Credit Canada's medium and long-term notes. Under no circumstances shall this Information Memorandum be construed as an offering of such notes for sale in the United States of America or in the Territories or possessions thereof.

This Information Memorandum does not in any way obligate Farm Credit Canada to accept an offer to purchase medium and long-term notes.

Farm Credit Canada

Farm Credit Corporation was established as the successor agency to the Canadian Farm Loan Board in 1959 under the *Farm Credit Act (Canada)* and continued on April 2, 1993 under the *Farm Credit Corporation Act (Canada)*. Through amendments approved by Parliament on June 14, 2001 under the *Farm Credit Canada Act*, the name of the Corporation was changed to Farm Credit Canada (FCC). FCC's vision is to lead the way in agricultural financing in Canada.

Reporting to the Minister of Agriculture and Agri-Food, FCC's mandate is to enhance rural Canada by providing specialized financial services to farming operations, including family farms, and agribusinesses – with an emphasis on personalized service. Under the *Farm Credit Canada Act*, FCC is allowed to provide such services as business management, lease financing, and equity financing either individually or through industry partnerships. FCC also carries out other duties as may be assigned by the Minister of Agriculture and Agri-Food.

Farm Credit Canada is Canada's largest agricultural term lender and approved \$1.753 billion in net new loans during fiscal 2000-2001 bringing its loan portfolio at fiscal year end to 75,202 accounts valued at \$6.908 billion. In fiscal 2000-2001, FCC reported net after tax income of \$31.6 million for the year, down from \$38.4 million in fiscal 1999-2000, marking the

eleventh consecutive year that the Corporation has recorded a profit. As of March 31, 2001, Farm Credit Canada's assets and liabilities totaled \$7.182 billion and \$6.349 billion, respectively, with total equity capital of \$832.6 million.

Farm Credit Canada is, for all purposes of the *FCC Act* and its powers under the *FCC Act* may be exercised only as, an agent of Her Majesty in right of Canada. As a Crown agent, the payment of the principal of and interest on all securities and other evidence of indebtedness issued by FCC carries the full faith and credit of Canada and constitutes a charge on and is payable out of the Consolidated Revenue Fund of Canada. The Consolidated Revenue Fund is the aggregate of all public monies such as tax revenues on deposit at the credit of the Receiver General for Canada, the public official who receives and collects public monies for or on behalf of Canada.

Farm Credit Canada's Corporate Office is located at 1800 Hamilton Street, Regina, Saskatchewan S4P 4L3. Tel: (306) 780-8100. Approximately 900 employees serve customers from 100 offices across Canada.

September 15, 2001

Description of Medium and Long -Term Notes With Maturities Greater than One Year

Purpose of Issue:	The net proceeds from the sale of the medium and long-term notes (“Notes”) will be used to finance the Corporation’s mortgage and land portfolios, as well as for the financial management of the Corporation.
Status:	The Notes will be direct obligations of Farm Credit Canada and as such will constitute direct obligations of Her Majesty in right of Canada. Payment of principal and interest on the Notes will be a charge on and payable out of the Consolidated Revenue Fund.
Principal Amount:	The aggregate principal amount of the Notes issued at any time will be as approved by the Minister of Finance.
Form of Notes:	The Notes will be issued in fully registered form that may be represented by Global Notes. The Notes may be interest-bearing, or issued on a discount to maturity basis, or issued on an index-linked basis.
Denominations:	Notes will be issued in minimum denominations of \$CDN equivalent \$5,000 and integral multiples of \$1,000. Notes will be denominated in Canadian dollars or any other major traded currency or commodity.
Maturities:	One to twenty-nine years.
Payment and Delivery:	The Notes may be purchased through any designated office of FCC’s selling agents. Payment of the Notes when due will be made on behalf of FCC through a branch of the chartered bank designated by Farm Credit Canada.

Resolution of the Board of Directors, Farm Credit Canada Authorizing the Issue and Sale of Notes Pursuant to a Medium-Term Note Program

Be It Resolved that:

1. Subject to the continuing approval of the Minister of Finance, the Corporation is hereby authorized to borrow money by the issue and sale, from time to time, of unsecured promissory notes (the “FCC Notes”), each of such FCC Notes to be in a denomination which is a multiple of \$1,000, subject to a minimum of \$CDN equivalent \$5,000, and to have a maturity date of not less than 365 days and not more than 29 years from the date of its issue, and such other terms and conditions as are determined pursuant to Clause 2; provided that the aggregate principal amount of medium and long-term borrowings, including borrowings pursuant to the FCC Notes, shall not exceed the amount as is approved from time to time by the Minister of Finance; provided further that the rights of a holder of any such FCC Notes shall not be in any way limited by such limitation as to the aggregate principal amount.
2. That any two of the following officials of the Corporation, namely: the President & Chief Executive Officer; the Executive Vice-President & Chief Financial Officer; the Executive Vice President & Chief Operating Officer; the Vice-President General Counsel & Corporate Secretary; the Vice-President & Treasurer; or the Vice-President and Controller are authorized and empowered on behalf of the Corporation from time to time to execute, either by manual or facsimile signature, (and with the corporate seal of the Corporation affixed either manually or by facsimile) and deliver FCC Notes in such amounts and upon such terms (including maturity dates and rates of interest or discount) as they may determine in their sole discretion, such determination to be conclusively evidenced by their execution of the FCC Notes, and to execute and deliver any or all other documents in any way relating to any money so borrowed.

3. Any FCC Notes executed by the Corporation in accordance with the provisions of Clause 2 (and authenticated by a person authorized to do so by a Canadian financial institution with which the Corporation has entered into an agreement for that purpose) shall constitute a valid binding obligation of the Corporation enforceable in accordance with its terms, notwithstanding in the case of execution of any such FCC Notes by facsimile signature that the signing officer has ceased at the time of execution and delivery of such FCC Notes to hold office, and in the case of execution of any of such FCC Notes by manual or facsimile signature that, at any time after execution of such FCC Notes, any person duly authorized to execute or authenticate the same may cease to hold the office or position held by such person at the time he executed or authenticated such FCC Notes. The execution and authentication by such duly authorized person shall be conclusive evidence that the FCC Notes have been issued and delivered and that the borrowing of the Corporation effected through such FCC Notes does not exceed the limits set out in Clause 1 as to aggregate principal amount of FCC Notes which are approved to be outstanding.
4. Subject to the receipt from time to time by the Corporation of any required approval of the Minister of Finance and the compliance by the Corporation with any conditions set forth therein, the authorization to borrow money referred to in Clause 1 shall be a continuing authorization.
5. This resolution supersedes the resolution of the Board of Directors passed on January 10, 1997 regarding a Medium-Term Note Program.

Certificate

The undersigned, Corporate Secretary of Farm Credit Canada ("FCC") hereby certifies that the foregoing is a true and correct copy of the resolution passed by the Board of Directors of FCC at a meeting duly called and held on the 22nd day of September, 1999 and that such resolution remains in full force and effect unamended as of the date hereof.

Dated this 15th day of September, 2001.



Dale A. Canham
Corporate Secretary

By-Law No. 2

A By-Law relating generally to the borrowing of money by Farm Credit Canada.

BE IT ENACTED as a By-Law of Farm Credit Canada:

- 1.0 Without limiting the borrowing powers of the Corporation as set forth in the *Farm Credit Canada Act*, the Corporation may from time to time, subject to the approval of, and/or conditions set by, the Minister of Finance:
- (a) borrow money by any means; and
 - (b) issue, reissue or sell bonds, debentures, investment certificates, notes or other evidences of indebtedness or guarantees, all in such form in such maximum amounts and on such terms and conditions as it determines. FCCA s. 12(1).
- 1.1 Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes, made, drawn, accepted or endorsed by or on behalf of the Corporation.
- 2.0 The Board may from time to time by resolution delegate to the Chairperson, the President, the Chief Executive Officer or any two (2) Officers of the Corporation acting together, all or any of the powers conferred by sections 1.0 and 1.1 of this By-Law No. 2 to the full extent or to such lesser extent as the Board may, in any such resolution, provide.
- 3.0 These powers shall be supplemental to and not in substitution for any powers to borrow money for the purposes of the Corporation possessed by the Corporation through its Officers independently of a borrowing By-Law.
- 4.0 This By-Law No. 2 shall come into force on the day this By-Law is made by the Board in accordance with the *Financial Administration Act*.

Certificate



The undersigned, the Corporate Secretary of Farm Credit Canada ("FCC") hereby certifies that the foregoing is a true and correct copy of By-Law No. 2 of FCC passed by the Board of Directors of FCC at a meeting of the Board duly called and held on the 26th day of January, 1996, that such By-Law has not been amended or repealed and is in full force and effect as of the date hereof.

Dated this 15th day of September, 2001.




Dale A. Canham
Corporate Secretary

Certificate Of Incumbency and Signatures of Officers

OFFICE	NAME	SIGNATURE
President and Chief Executive Officer	John J. Ryan	 _____
Executive Vice-President and Chief Financial Officer	Moyez Somani	 _____
Executive Vice-President and Chief Operating Officer	Janet Wightman	 _____
Vice-President and Treasurer	Donald Stevens	 _____
Vice-President and Controller	Rick Hoffman	 _____
Vice-President, General Counsel and Corporate Secretary	Dale A. Canham	 _____

The undersigned, Corporate Secretary of Farm Credit Canada (“FCC”), hereby certifies for and on behalf of FCC that the persons whose names appear above are officers of FCC holding the positions indicated, that the signature of each such person appears above opposite their respective name, and that such persons are now holding the respective offices and acting as such officers, and that the signature set opposite their respective name is a true specimen of that officer’s signature.

Dated this 15th day of September, 2001.


Dale A. Canham
Corporate Secretary

September 15, 2001

Farm Credit Canada
1800 Hamilton Street
P.O. Box 4320
Regina, Saskatchewan
S4P 4L3

Re: Medium and Long-Term Notes

Dear Sirs:

This opinion is given by me in my capacity as General Counsel to Farm Credit Canada (the "Corporation") in connection with the proposed issue and sale from time to time within the provinces of Canada, of its unsecured promissory notes (the "FCC Notes"), each having a maturity date of not less than 365 days and not more than 29 years from its date of issue and a denomination in multiples of \$CDN equivalent \$1,000, subject to a minimum of \$CDN equivalent \$5,000, all in accordance with the terms of an Information Memorandum of the Corporation dated January 15, 2001 (the "Information Memorandum").

This opinion is referred to in and forms part of the Information Memorandum and as such may be delivered to the purchasers or prospective purchasers of the FCC Notes. This opinion may be relied upon by any agents engaged by the Corporation to sell the FCC Notes.

For the purposes of this opinion, I have examined the *Farm Credit Canada Act* (the "Act") and have considered such questions of law and have examined such other statutes, regulations, certificates and other documents as I have considered necessary, including the resolution of the Board of Directors of the Corporation enacted on September 22, 1999, authorizing the borrowing of money from time to time by the issue and sale of the FCC Notes (the "Resolution"), and the written approval of the Minister of Finance as required by subsection 127(3) of the *Financial Administration Act*.

In addition, I have assumed that the blank spaces appearing in the forms of the FCC Notes will be completed prior to issuance in a manner consistent with the terms of the Information Memorandum.

Based upon the above, I am of the opinion that:

1. The Corporation has been duly established and validly exists as a corporate body created by the Parliament of Canada by virtue of the Act and is for all purposes an agent of Her Majesty in right of Canada.
2. All necessary corporate action has been taken by the Corporation to authorize the creation, execution, issuance and sale of the FCC Notes.
3. Provided that the conditions set forth in the Resolution are complied with (including that the Minister of Finance extends his approval from time to time as required by the *Financial Administration Act*) FCC Notes issued in the form contained in the Information Memorandum and signed either manually or by facsimile signature by the officers of the Corporation authorized for such purpose in the Resolution, and when duly authenticated by a person authorized to do so by a Canadian financial institution with which the Corporation may from time to time enter into an agreement for that purpose and delivered by or on behalf of the Corporation for value, will constitute legal, valid and binding obligations of the Corporation and as such will constitute direct obligations of Her Majesty in right of Canada. Payment of the principal and interest on the FCC Notes is a charge on and payable out of the Consolidated Revenue Fund of Canada.
4. The creation, issuance or sale of the FCC Notes will not result in a breach of any of the terms and conditions or provisions of or constitute default under the Act.

Yours sincerely,



D.A. Canham
General Counsel

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE CANADIAN DEPOSITORY FOR SECURITIES LIMITED (85 RICHMOND ST. W., TORONTO, ONTARIO) (THE "DEPOSITORY") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CDS & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY AND ANY PAYMENT IS MADE TO CDS & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS AN INTEREST HEREIN.

Form of Global Note

Note No.: _____

FARM CREDIT CANADA
FINANCEMENT AGRICOLE CANADA
(An Agent of Her Majesty in right of Canada)

GLOBAL NOTE

CUSIP No.: _____

FARM CREDIT CANADA ("FCC"), an Agent of Her Majesty in right of Canada, for value received, hereby promises to pay to _____ or registered assigns the principal sum stated on the schedule attached hereto, _____ against presentation and surrender of this Global Note at the specified office of the Fiscal Agent and to pay to the registered owner of this Note, in accordance with its Terms and Conditions, interest thereon at the rate of _____ % per annum from _____ or from the most recent interest payment date to which interest has been paid or duly provided for, semi-annually in arrears, on _____ and _____ each year, commencing _____ until said principal sum has been paid or until payment has been duly provided for.

This Global Note represents an unlimited principal amount of _____ % Medium and Long-Term Notes Due _____, of FCC (the "Notes") and has been accepted for deposit by The Canadian Depository for Securities Limited ("CDS"). This Global Note is entitled to the same benefits and is subject to the same Terms and Conditions specified in the form of the definitive Note set forth as an exhibit to the Fiscal Agency Agreement dated March 6, 1992 between FCC and The R-M Trust Company (the "Fiscal Agent", now known as CIBC Mellon Trust Company), as fiscal agent, as if set forth herein. The aggregate principal amount of Medium and Long-Term Notes is unlimited. The aggregate principal amount of the Notes represented by this Global Note is unlimited. FCC may from time to time and at any time issue and sell Notes represented by this Global Note and, as beneficial interests in the principal hereof are subscribed and paid for, the increased principal amount of the Notes represented hereby shall be endorsed by the Fiscal Agent on the reverse hereof and recorded on the Register for the Notes, whereupon the principal amount of this Global Note shall be increased accordingly for all purposes by the amount so endorsed hereon and recorded. This Global Note may be registered only in the name of CDS or other depository or nominee of the depository (the "Depository") and may not be transferred except by the registered holder to the Depository or another nominee of the Depository. By its acceptance of this Global Note, the Depository agrees, on behalf of itself and any nominee for the time being registered as the owner of this Global Note, (i) not to assign, convey, negotiate, sell, or transfer or purport to transfer, this Global Note otherwise than in accordance with its provisions, and (ii) to be bound by the provisions of the Fiscal Agency Agreement, including the Operating Procedures Memorandum appearing as an exhibit to the Fiscal Agency Agreement, and the Terms and Conditions applicable to this Global Note that appear in the Fiscal Agency Agreement, all of which the Depository admits are known to it.

Terms and Conditions of Notes

The Medium and Long-Term Notes Due from One Year to Twenty-Nine Years from Date of Issue (the "Medium and Long-Term Notes") of FCC are issuable in series of notes of a particular maturity, interest rate, and other terms ("Notes") issued pursuant to an agreement (the "Fiscal Agency Agreement") dated as of March 6, 1992 and made between FCC and The R-M Trust Company (the "Fiscal Agent", now known as CIBC Mellon Trust Company), as fiscal agent. FCC may from time to time and at any time, without the consent of the registered or beneficial owners of the outstanding Medium and Long-Term Notes or any of them, create, issue and sell additional Notes of like terms so as to form a single issue of Notes. In acting under the Fiscal Agency Agreement in connection with the Notes, the Fiscal Agent is acting solely as agent of FCC and does not assume any obligation or relationship of agency or trust for or with the registered owners of the Notes, except that any funds held by the Fiscal Agent for payment of the principal or interest on the Notes shall be held by it in trust for a period of five years for the registered owners of any Notes not presented for payment when due. After such five year period the Fiscal Agent shall repay to FCC any unclaimed monies and any registered owners of such Notes shall thereafter look only to FCC for any payment to which such registered owner may be

entitled. Copies of the Fiscal Agency Agreement are available for inspection in the offices of the Fiscal Agent and the registered owners of Notes are deemed to have notice of all the provisions of the Fiscal Agency Agreement which shall be binding upon them.

1. **Form and Denomination.** The Notes are issued in fully registered form without interest coupons in minimum denominations of Currency Units 5,000 and any integral multiple of Currency Units 1,000 in excess thereof.

2. **Registration.** FCC shall cause to be kept at the specified office of the Fiscal Agent in Toronto, Ontario a register (the "Register") in which shall be entered the names and addresses of the registered owners of the Notes and particulars of the Notes owned by them. As used in this Note the terms "holder" and "Noteholder" shall mean the registered owner thereof and the Fiscal Agent shall not accept registrations of transfers of Notes to "bearer" in the Register. The registered owner of a Note will be treated at all times and for all purposes as the absolute owner of such Note notwithstanding any notice any person may have of the right, title, interest or claim of any other person thereto. The ownership of a Note shall be proved by the Register and, in the event of any conflict between the

Register and any notation on the Note, the entry in the Register shall prevail. FCC and its agents shall not be bound to see to the execution of any trust to which the Note may be subject and no notice of any trust shall be entered on the Register.

3. **Transfer.** No transfer of a Note shall be valid as against FCC unless made on the Register by the registered holder or his executors, administrators or other legal representatives or his or their attorney duly authorized by written instrument in form and execution satisfactory to the Fiscal Agent and upon compliance with such reasonable requirements as the Fiscal Agent may prescribe and the name of the transferee shall be noted on the Note by the Fiscal Agent.

4. **Exchange.** Notes in any authorized denomination may be exchanged upon reasonable notice for Notes in any other authorized denomination of the same aggregate principal amount as the Notes so exchanged. The Notes may be exchanged only at the specified office of the Fiscal Agent in Toronto, Ontario and at such other place or places, if any, as FCC may designate. Any Notes tendered for exchange shall be surrendered to the Fiscal Agent.

– Continued Page 11

5. **Interest.** Payment of interest in respect of Notes will be made by forwarding a cheque payable against an account held by the Fiscal Agent or if applicable at any specified office of a paying agent to the last address of the registered owner thereof disclosed by the Register at the close of business on the third business day prior to interest payment. The Notes cease to bear interest on the date upon which they are due to be repaid unless, upon due presentation thereof, payment of the principal thereof is improperly withheld or refused.

6. **Redemption/Extension.** The notes are not redeemable or extendible by the holder or FCC prior to the maturity date unless otherwise specified in the Note.

7. **Principal.** Payment of the principal of the Notes will be made to registered holders of the Notes or against surrender of the definitive Notes at the specified office of the Fiscal Agent in Toronto, Ontario or, if applicable, at any specified office of a paying agent. Such payment will be made without charge at any chartered bank in Canada.

8. **Fiscal and Paying Agents.** FCC has appointed The R-M Trust Company (now known as CIBC Mellon Trust Company) as fiscal agent for the Notes. FCC is entitled to remove the Fiscal Agent subject to a successor with corporate trust offices in Toronto, Ontario having been

appointed. In certain circumstances FCC may appoint a paying agent or agents to redeem the Notes, subject to applicable fiscal or other laws or regulations. Notice of any change of fiscal agent or the appointment of a paying agent or any change of specified office shall be given to Noteholders in accordance with Condition 12.

9. **Prescription.** Each Note shall be void unless presented for payment within a period of ten years from the relevant date as hereinafter defined. The "relevant date" in respect of any payment means the date on which such payment becomes due or, if the full amount of the money payable has not been received by the Fiscal Agent on or prior to such due date, the date on which the full amount of such money has been received and notice to that effect has been duly given in accordance with Condition 12. FCC shall be discharged from its obligation to pay interest on Notes after the relevant date, as defined above, relating thereto.

10. **Replacement of Notes.** If a Note is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Fiscal Agent on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as FCC and the Fiscal Agent may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

11. **No waiver; Remedies**

Cumulative. No failure to exercise and no delay in exercising, any right hereunder on the part of holders shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

Notice to Noteholders. All notices to Noteholders shall be valid if mailed, postage paid, by first class mail to the registered owners of the Notes at the addresses of such holders as they appear on the Register maintained by the Fiscal Agent. Any such notice shall be deemed to have been given on the fifth day following the day of mailing. Alternatively, notice by facsimile is considered valid notice when a facsimile number of the registered owner of the Notes is recorded in the Register maintained by the Fiscal Agent. Such facsimile notice shall be deemed to have been received the day following the date of facsimile transmission.

13. **Governing Law.** The Notes will be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario applicable therein.

FARM CREDIT CANADA
FINANCEMENT AGRICOLE CANADA
(An Agent of Her Majesty in right of Canada)

CONTINUATION OF GLOBAL NOTE
CUSIP NO.: _____

This Global Note is exchangeable for definitive Notes at the specified office of the Fiscal Agent in Toronto, Ontario within 90 days of a determination of FCC notified to the Depository and the Fiscal Agent. In such case the Depository or its nominee shall as soon as practical thereafter surrender this Global Note in exchange for the definitive Notes. FCC shall make a determination that this Global Note be exchanged in full for definitive Notes if the Depository is at any time unwilling or unable to continue as Depository of this Global Note and a successor Depository of this Global Note is not appointed by FCC within 90 days. The Fiscal Agent shall register, authenticate and deliver, in full or partial exchange for this Global Note, definitive Notes in the aggregate principal amount of this Global Note as specified in the determination referred to above, upon any exchange of this Global Note for definitive Notes.

This Global Note is governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Global Note shall not be valid or obligatory to any purchaser until authenticated by or on behalf of the Fiscal Agent.

IN WITNESS WHEREOF FCC has caused this Global Note to be signed by two of its officers duly authorized in that behalf.

SPECIMEN



FARM CREDIT CANADA
FINANCEMENT AGRICOLE CANADA

Moyez Somani

Moyez Somani, Executive Vice President and Chief Financial Officer
Authorized Officer

Donald Stevens

Donald Stevens, Vice-President & Treasurer
Authorized Officer

AUTHENTICATION

This is a Global Note representing Medium and Long-Term Notes referred to in the within-mentioned Fiscal Agency Agreement.

CIBC Mellon Trust Company, as Fiscal Agent. By:

Date of Authentication

Authorized Officer