

Court File No.: SJM-46-2020

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:

HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC.

-and-

PURSUANT TO Section 33 of The *Judicature Act*,
R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New
Brunswick and Section 243 of the *Bankruptcy and
Insolvency Act*, R.S.C. 1985, c. B-3

BETWEEN:

FARM CREDIT CANADA, a Federal Crown Corporation

-and-

HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation

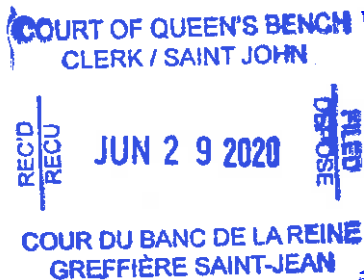
APPLICANTS,

- and -

HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation

RESPONDENTS.

MCCAIN SALE APPROVAL AND VESTING ORDER



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UPON Hearing the Application for, *inter alia*, (i) the appointment of Ernst & Young Inc., as court-appointed Receiver and Receiver and Manager (the "**Receiver**") of all of the undertaking, property and assets of the Respondents (collectively, the "**Debtor**") save and except certain excluded Property and (ii) for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Debtor, McCain Farms, a division of McCain Produce Inc. (the "**Purchaser**") and the other signatories to such agreement listed as related parties thereto, a redacted copy of which is appended as an exhibit to the Report of the Receiver dated June 22, 2020 (the "**Report**"), and vesting in the Purchaser all right, title and interest in and to those assets described in the Sale Agreement (the "**Purchased Assets**") pursuant to the terms thereof;

ON READING the materials filed in this matter as contained in the Record on Application including the Report and on hearing the submissions of counsel for the Applicants and counsel for those other parties appearing, no one appearing for any other person on the service list although served as appears from the affidavits of service filed in this matter:

IT IS ORDERED THAT:

DEFINITIONS

1. Any capitalized terms used and not defined herein shall have the meanings given to them in the Sale Agreement.

SERVICE

2. The time for service of the Notice of Application is hereby abridged and validated so that the Application is properly returnable today.
3. There has been good and sufficient notice, service, and delivery of the within Notice of Application and Record on Application and further service on any interested party is hereby dispensed with.

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APPROVAL AND VESTING

4. The Transaction is hereby approved. The adoption and ratification of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and the conveyance of the Purchased Assets to the Purchaser. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor and non-substantive amendments as the Receiver may deem reasonably necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
5. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets, including the real property legally described in Schedule B (the "**New Brunswick Property**"), shall, subject to any contractual rights limiting the assignment thereof, vest, without further instrument of transfer or assignment, absolutely in the Purchaser, including any assignee thereof permitted under the Sale Agreement, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Honourable Court on June 26, 2020 appointing the Receiver; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (New Brunswick) or any other personal property registry system; (iii) all Claims against title to the New

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Brunswick Property, whether or not that have been recorded or registered in the Registry Office pursuant to the *Registry Act* (New Brunswick) or in the Land Titles Office pursuant to the *Land Titles Act* (New Brunswick), or any other land registry system or other Claims; and (iv) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D (collectively, the "Permitted Encumbrances")) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
7. The Receiver is hereby authorized to distribute up to 98% of the net proceeds as provided in the Report of the Receiver dated June 22, 2020 or such portion thereof as the Receiver deems appropriate and on such additional terms as the Receiver may deem appropriate from facts or adjustments on closing of the Transaction. Any amount not distributed as provided herein shall be held by the Receiver pending further Order of this Court.
8. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof. The Receiver is further authorized to execute and register discharges of any registered security or other interest

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extinguished by this Order following completion of the Transaction as necessary.

REAL AND IMMOVABLE PROPERTY REGISTRATIONS

9. The Registrar of Deeds or the Registrar of Land Titles shall record or register this Approval and Vesting Order in the Registry Office pursuant to *Registry Act* (New Brunswick) or in the Land Titles Office pursuant to the *Land Titles Act* (New Brunswick), as applicable, with an executed copy of the Receiver's Certificate attached thereto and shall enter the Purchaser as the owner of the New Brunswick Property in fee simple, and is hereby directed to delete and expunge all Encumbrances identified in Schedule C hereto from title to the New Brunswick Property, other than the Permitted Encumbrances identified in Schedule D hereto. Upon the recording or registration of this Approval and Vesting Order with an executed copy of the Receiver's Certificate attached thereto in the Registry Office or the Land Titles Office, as applicable, all rights, title and interest in and to the New Brunswick Property shall vest absolutely in the Purchaser, free and clear of and from any and all Encumbrances identified in Schedule C hereto, other than the Permitted Encumbrances identified in Schedule D hereto.

EQUIPMENT LEASE

10. The farming equipment lease, on substantially similar terms to the redacted draft lease appended hereto as Schedule E (the "**Equipment Lease**"), is hereby approved and the execution of the Equipment Lease by the Receiver is hereby authorized and approved, with such minor and non-consequential amendments as the Receiver may deem necessary ~~with the consent of the Purchaser in consultation with the Secured Lenders.~~ The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Equipment Lease.

11. Upon the exercise of the Option (as defined in the Equipment Lease) and the delivery of the Receiver's certificate substantially in the form attached as Schedule F hereto (the "**Receiver's Equipment Certificate**"), all of the right, title and interest in and to all or any portion of the equipment listed on Schedule G (the "**Farming Equipment**") hereto, as identified by the Purchaser, shall vest absolutely in the Purchaser, including any assignee thereof permitted under the Equipment Lease, free and clear of and from any and all Encumbrances other than Permitted Encumbrances, and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Farming Equipment are hereby expunged and discharged as against the Farming Equipment, as of the time of the exercise of the Purchaser's Option pursuant to the Equipment Lease.
12. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Farming Equipment shall stand in the place and stead of the Farming Equipment, and that from and after the delivery of the Receiver's Equipment Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Farming Equipment with the same priority as they had with respect to the Farming Equipment immediately prior to the sale, as if the Farming Equipment had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
13. The Receiver is to file with the Court a copy of the Receiver's Equipment Certificate, forthwith after delivery thereof. The Receiver is further authorized to execute and register discharges of any registered security or other interest extinguished by this Order following exercise by the Purchaser of the Option, as necessary. Any discharge of registered security interests in personal property may be completed by the addition of further language to any such registrations identifying the Farming Equipment against which such registration is discharged on the issuance of a Receiver's Equipment Certificate, but will be effective regardless of any such additions.

ADDITIONAL PROVISIONS

14. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
15. Notwithstanding:
 - a. the pendency of these proceedings;
 - b. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
 - c. any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

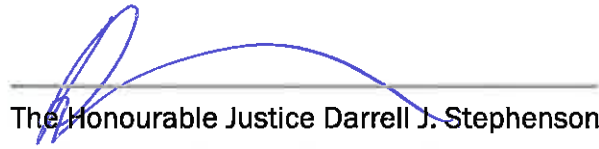
AID AND RECOGNITION

16. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to



this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Dated at Saint John, New Brunswick, this 26th day of June, 2020 and effective as 12:01 a.m. on June 26, 2020.



The Honourable Justice Darrell J. Stephenson
Justice of the Court of Queen's Bench of New Brunswick

SCHEDULE A
Form of Receiver's Certificate

Court File No.: SJM-46-2020

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC.**

-and-

PURSUANT TO Section 33 of The *Judicature Act*,
R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New
Brunswick and Section 243 of the *Bankruptcy and
Insolvency Act*, R.S.C. 1985, c. B-3

BETWEEN:

FARM CREDIT CANADA, a Federal Crown Corporation

-and-

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation**

APPLICANTS,

- and -

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation**

RESPONDENTS.

CERTIFICATE

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RECITALS

A. Pursuant to an Order of the Honourable Darrell J. Stephenson of the New Brunswick Court of Queen's Bench (the "**Court**") dated June 26, 2020, Ernst & Young Inc. was appointed as the Receiver and Receiver Manager (the "**Receiver**") of all of the undertaking, property and assets of Hillspring Farms Ltd., HSF Foods Ltd., Hillspring Warehouse & Logistics Inc. (collectively, the "**Debtor**") save and except certain excluded Property.

B. Pursuant to an Order of the Court dated June 26, 2020, the Court approved the agreement of purchase and sale made as of June 11, 2020 (the "**Sale Agreement**") between the Debtor, McCain Farms, a division of McCain Produce Inc. (the "**Purchaser**") and the other signatories to such agreement listed as related parties thereto, and provided for the vesting in the Purchaser of all of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in article 6 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

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This Certificate was delivered by the Receiver at _____ [TIME] on _____
[DATE].

**ERNST & YOUNG INC., in its capacity as
Receiver of the undertaking, property and
assets of Debtor, and not in its personal
capacity**

Per:

Name:

Title:

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SCHEDULE B

Purchased Real Property

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
1.	10226611	Hillspring Farms Ltd.	Divide Road	Farmland & Woodland	0.043
2.	65087900	Hillspring Farms Ltd.	2 Highway	Timberland	24
3.	10285419	Hillspring Farms Ltd.	Tarrtown Road	Residential Lot	0.05
4.	10161412	Hillspring Farms Ltd.	320 Tarrtown Road	Farm	20.51
5.	10093995	Hillspring Farms Ltd.	Tarrtown Road	Buildings, Farmland, Wood	46.06
6.	10089472	Hillspring Farms Ltd.	Tarrtown Road	Residential Lot	0.2
7.	10285377	Hillspring Farms Ltd.	Tarrtown Road	Office & Lot	0.062
8.	10285393	Hillspring Farms Ltd.	Tarrtown Road	Building & Lot	0.06
9.	10214625	Hillspring Farms Ltd.	Tarrtown Road	Building & Lot	0.4
10.	10161438	Hillspring Farms Ltd.	Mcelroy Road	Potato Storage, Land	6.3
11.	10205094	Hillspring Farms Ltd.	105 Highway	Farmland	9.3
12.	10089159	Hillspring Farms Ltd.	Beechwood Road	Farmland	2.6
13.	10094100	Hillspring Farms Ltd.	Beechwood Road	Farmland	25.01

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
14.	10087500	Hillspring Farms Ltd.	105 Highway	Farm	43.63
15.	10087492	Hillspring Farms Ltd.	Mcelroy Road	Potato Storage, Land	8.53
16.	10088847	Hillspring Farms Ltd.	105 Highway	Residential Lot	0.14
17.	10090611	Hillspring Farms Ltd.	105 Highway	Farmland	30.6
18.	10158251	Hillspring Farms Ltd.	Dugan Road	Farmland & Woodland	32.07
19.	10161420	Hillspring Farms Ltd.	Mcelroy Road	Farm	22.82
20.	10220846	Hillspring Farms Ltd.	Mcelroy Road	Farmland	20
21.	10231371	Hillspring Farms Ltd.	Mcelroy Road	Farm	2.7
22.	10162048	Hillspring Farms Ltd.	Mcelroy Road	Access	0.21
23.	10282358	Hillspring Farms Ltd.	Cahill Road	Farmland & Pasture	3.58
24.	10282333	Hillspring Farms Ltd.	Cahill Road	Residential Lot	3.77
25.	10282325	Hillspring Farms Ltd.	Cahill Road	Farmland	36.09
26.	10090413	Hillspring Farms Ltd.	Cahill Road	Farmland & Pasture	0.4047
27.	10187029	Hillspring Farms Ltd.	Cahill Road	Farmland & Wooded	19.56
28.	65087835	Hillspring Farms Ltd.	California Settlement Road	Farmland	40

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
29.	65085342	Hillspring Farms Ltd.	California Settlement Road	Farmland & Wooded	18.31
30.	65138679	Hillspring Farms Ltd.	California Settlement Road	Farmland & Wooded	4.1
31.	65138661	Hillspring Farms Ltd.	Kinney Road	Farmland & Wooded	6.1
32.	65114027	Hillspring Farms Ltd.	California Settlement Road	Farmland & Wooded	19.17
33.	65172827	Hillspring Farms Ltd.	California Settlement Road	Residential Lot	9.51
34.	65158438	Hillspring Farms Ltd.	206 Lane Road	Lot & House	0.407
35.	65088627	Hillspring Farms Ltd.	California Settlement Road	Farmland & Timberland	40
36.	65085060	Hillspring Farms Ltd.	California Settlement Road	Farmland & Wooded	11.7
37.	65085094	Hillspring Farms Ltd.	California Settlement Road	Farmland	19.34
38.	65111486	Hillspring Farms Ltd.	California Settlement Road	Farmland & Timberland	37.13
39.	10281723	Hillspring Farms Ltd.	Centre Glassville Road	Farmland	61.2
40.	10007235	Hillspring Farms Ltd.	Centre Glassville Road	Vacant Lot	1.39
41.	10003762	Hillspring Farms Ltd.	Centre Glassville Road	Farmland & Woodlot	39.6
42.	65085268	Hillspring Farms Ltd.	California Settlement Road	Farmland & Timberland	34.74
43.	65160202	Hillspring Farms Ltd.	California Settlement Road	Potato Land & Wooded	34.48

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
44.	10008993	Hillspring Farms Ltd.	544 Divide Road	Farmland & Woodland	79
45.	10218659	Hillspring Farms Ltd.	217 Divide Road	Farmland & Woodland	18
46.	65089229	Hillspring Farms Ltd.	375 Highway	Farmland & Timberland	33.8
47.	65089351	Hillspring Farms Ltd.	375 Highway	Farmland & Timberland	40
48.	10260792	Hillspring Farms Ltd.	107 Highway	Farmland	14.46
49.	10260800	Hillspring Farms Ltd.	107 Highway	Farmland	4.23
50.	10275584	Hillspring Farms Ltd.	107 Highway	Farmland	7.08
51.	10232791	Hillspring Farms Ltd.	Gilmore Road	Farmland	3.75
52.	65150757	Hillspring Farms Ltd.	Brown Road	Land & Barn	2.1
53.	65217515	Hillspring Farms Ltd.	Brown Road	House, Farm, Buildings	40.42
54.	65152761	Hillspring Farms Ltd.	Brown Road	Farmland & Timberland	15
55.	65215741	Hillspring Farms Ltd.	Brown Road	Mixed Farm	0.57
56.	65084857	Hillspring Farms Ltd.	Brown Road	Residential Lot	0.17
57.	65084865	Hillspring Farms Ltd.	Brown Road	Farmland & Timberland	38.54
58.	65084881	Hillspring Farms Ltd.	Brown Road	Farmland	40.45

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
59.	65084899	Hillspring Farms Ltd.	Brown Road	Farm & Timberland	38.98
60.	65084915	Hillspring Farms Ltd.	300 Brown Road	Land	39.15
61.	65084923	Hillspring Farms Ltd.	Brown Road	Farmland	39.99
62.	65084949	Hillspring Farms Ltd.	Brown Road	Land & Buildings	40
63.	65087314	Hillspring Farms Ltd.	Brown Road	Farmland & Timberland	40.17
64.	65087413	Hillspring Farms Ltd.	Brown Road	Farm & Timberland	15
65.	65088619	Hillspring Farms Ltd.	Brown Road	Farmland & Timberland	40.5
66.	65116725	Hillspring Farms Ltd.	Brown Road	P LOT B	40.5
67.	65116790	Hillspring Farms Ltd.	Brown Road	Farmland & Wooded	25.8
68.	65084931	Hillspring Farms Ltd.	373 Brown Road	Lot & House	0.1751
69.	65150807	Hillspring Farms Ltd.	Brown Road	Lot Résidentiel	2.3
70.	10002830	Hillspring Farms Ltd.	580 Highway	Farmland & Woodland	39
71.	10002939	Hillspring Farms Ltd.	580 Highway	Farmland & Woodland	36.38
72.	10136067	Hillspring Farms Ltd.	107 Highway	Farmland	1
73.	10004265	Hillspring Farms Ltd.	580 Highway	Farm	38

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
74.	10221976	Hillspring Farms Ltd.	1317 Route 580	Vacant Lot	0.5022
75.	10248300	Hillspring Farms Ltd.	580 Highway	Farmland	2.25
76.	10003226	Hillspring Farms Ltd.	524 Centre Glassville Road	Farm	80.57
77.	10282580	Hillspring Farms Ltd.	580 Highway	Farm Buildings & Lot	0.044
78.	10281731	Hillspring Farms Ltd.	580 Highway	Farmland & Potato House	133.11
79.	10002186	Hillspring Farms Ltd.	580 Highway	Vacant Lot	0.24
80.	10002848	Hillspring Farms Ltd.	580 Highway	Farmland	40
81.	10002913	Hillspring Farms Ltd.	1209 580 Highway	Farm	41
82.	10211076	Hillspring Farms Ltd.	580 Highway	Vacant Lot	0.4046
83.	10008506	Hillspring Farms Ltd.	1350 580 Highway	Office & Lot	0.4047
84.	10003093	Hillspring Farms Ltd.	580 Highway	Farm & Woodlot	46.77
85.	10137792	Hillspring Farms Ltd.	580 Highway	Farm Buildings & Lot	1.37
86.	10127900	Hillspring Farms Ltd.	580 Highway	Farmland, Vacant Land	36
87.	10183937	Hillspring Farms Ltd.	1392 Route 580	Shed & Lot	0.0651
88.	10272482	Hillspring Farms Ltd.	107 Highway	Land	0.61

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
89.	10217974	Hillspring Farms Ltd.	Golden Ridge Road	Farm Land	22.7
90.	10217982	Hillspring Farms Ltd.	Golden Ridge Road	Farmland	3.11
91.	10281749	Hillspring Farms Ltd.	107 Highway	Farmland & Woodland	57.26
92.	35159060	Hillspring Farms Ltd.	45 Chemin CN Nord	Lot, Grain H&M Facility	0.8784
93.	65205981	Hillspring Farms Ltd.	375 Highway	Farmland	41.87
94.	35159151	Hillspring Farms Ltd.	45 Chemin CN Nord	Lot, Grain H&M Facility	2.27
95.	10095875	Hillspring Farms Ltd.	Doherty Road	Vacant Lot	0.2323
96.	10278240	Hillspring Farms Ltd.	565 Highway	Farmland	119.61
97.	10095883	Hillspring Farms Ltd.	Doherty Road	Potato House & Lot	0.223
98.	10091742	Hillspring Farms Ltd.	North Johnville Road	Farmland	20.23
99.	10095628	Hillspring Farms Ltd.	North Johnville Road	Farmland	18.3
100.	10280253	Hillspring Farms Ltd.	50 North Johnville Road	House & Farm	66.81
101.	10260560	Hillspring Farms Ltd.	NB Trail Trail	Vacant Land	0.6125
102.	65034662	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	21.37
103.	65114555	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	14.49

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
104	65041188	Hillspring Farms Ltd.	11554 105 Highway	House & Lot	0.4047
105	65224990	Hillspring Farms Ltd.	105 Highway	Farmland	52.26
106	10234128	Hillspring Farms Ltd.	389 Killoween Road	Potato House & Lot	0.7323
107	65220535	Hillspring Farms Ltd.	Manse Hill Road	Timberland	81.28
108	10218063	Hillspring Farms Ltd.	Golden Ridge Road	Farmland	5.03
109	65112096	Hillspring Farms Ltd.	Muniac Road	Farmland & Woodland	28.04
110	65085284	Hillspring Farms Ltd.	California Settlement Road	Farmland & Timberland	36.58
111	10087757	Hillspring Farms Ltd.	Hawthorne Road	Farm	36.42
112	10280113	Hillspring Farms Ltd.	Maplehurst Road	Farmland	3.54
113	10280105	Hillspring Farms Ltd.	565 Highway	Farmland	37.57
114	10280097	Hillspring Farms Ltd.	Maplehurst Road	Farmland	22.02
115	10167005	Hillspring Farms Ltd.	Hawthorne Road	Farmland and Woodland	15.78
116	10091163	Hillspring Farms Ltd.	Maplehurst Road	Farmland & Woodlot	44.6
117	10167468	Hillspring Farms Ltd.	R Demerchant Road	Farmland & Woodlot	28.48
118	10161677	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	13.48

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
119	10091155	Hillspring Farms Ltd.	R Demerchant Road	Farmland	56.14
120	10091916	Hillspring Farms Ltd.	565 Highway	Farmland	17.38
121	10094407	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	12.44
122	10095206	Hillspring Farms Ltd.	565 Highway	Farmland	14.8
123	10161669	Hillspring Farms Ltd.	565 Highway	Farmland	19.61
124	10281095	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	11.85
125	10090850	Hillspring Farms Ltd.	Hawthorne Road	Farmland	13.67
126	10258127	Hillspring Farms Ltd.	Maplehurst Road	Farmland	38.56
127	10166981	Hillspring Farms Ltd.	Maplehurst Road	Farmland	28.06
128	10166957	Hillspring Farms Ltd.	330 Maplehurst Road	Farmland & Woodland	31.86
129	10094514	Hillspring Farms Ltd.	Acton Road	Farmland	40
130	10094472	Hillspring Farms Ltd.	330 Maplehurst Road	Farmland & Woodland	30.59
131	10167013	Hillspring Farms Ltd.	Hawthorne Road	Farmland & Woodland	21.17
132	10167021	Hillspring Farms Ltd.	Hawthorne Road	Farmland & Woodland	26.71
133	10167039	Hillspring Farms Ltd.	Acton Road	Farmland & Woodland	7.69

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
134.	10167047	Hillspring Farms Ltd.	Acton Road	Farmland & Woodland	9.71
135.	10092187	Hillspring Farms Ltd.	Hawthorne Road	Farmland	33.18
136.	10285179	Hillspring Farms Ltd.	565 Highway	Mixed Farm	18.95
137.	10167906	Hillspring Farms Ltd.	Hawthorne Road	Farmland	6.88
138.	10216125	Hillspring Farms Ltd.	285 Tarrtown Road	House & Lot	0.2
139.	10093987	Hillspring Farms Ltd.	285 Tarrtown Road	House & Lot	0.4
140.	10252666	Hillspring Farms Ltd.	291 Tarrtown Road	Office & Lot	0.4
141.	10092682	Hillspring Farms Ltd.	Killoween Road	Farmland	20
142.	10091676	Hillspring Farms Ltd.	Killoween Road	Farm	41.8
143.	10273993	Hillspring Farms Ltd.	Doherty Road	Farmland	19.1
144.	10095065	Hillspring Farms Ltd.	Killoween Road	Farmland	42.09
145.	10096105	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	32.88
146.	10166783	Hillspring Farms Ltd.	Killoween Road	Farm	42.09
147.	10278232	Hillspring Farms Ltd.	565 Highway	Farmland & Buildings	143.45
148.	10096790	Hillspring Farms Ltd.	565 Highway	Vacant Lot	0.76

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
149	10207280	Hillspring Farms Ltd.	565 Highway	Potato House & Lot	0.47
150	65114944	Hillspring Farms Ltd.	Hawthorne Road	Farmland & Woodland	33.2
151	65034977	Hillspring Farms Ltd.	Acton Road	Farmland & Woodland	36.76
152	10091593	Hillspring Farms Ltd.	235 Beechwood Road	House & Farm	40.06
153	10094175	Hillspring Farms Ltd.	231 Piercemont Road	Farmland	38.46
154	10159069	Hillspring Farms Ltd.	Beechwood Road	Cropland	6.94
155	10278273	Hillspring Farms Ltd.	Cox Road	Farmland	37.33
156	10094092	Hillspring Farms Ltd.	Piercemont Road	Farmland	19.11
157	10093912	Hillspring Farms Ltd.	Tarrtown Road	Farmland	8.78
158	10091536	Hillspring Farms Ltd.	Mcelroy Road	Farmland	16
159	10273480	Hillspring Farms Ltd.	Mcelroy Road	Timberland	16.06
160	10088631	Hillspring Farms Ltd.	Stewart Road	Farmland	10
161	10279982	Hillspring Farms Ltd.	105 Highway	Woodland	16.4
162	10090652	Hillspring Farms Ltd.	59 Palmer Road	House, Building & Lot	0.43
163	10088706	Hillspring Farms Ltd.	565 Highway	Farmland	22.87

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#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
164	10281772	Hillspring Farms Ltd.	105 Highway	Grain Tanks & Lot	41.38
165	10277788	Hillspring Farms Ltd.	105 Highway	Residential Lot	2.35
166	10278257	Hillspring Farms Ltd.	105 Highway	Farmland	41.37
167	10087740	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	41.98
168	10161248	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	10.33
169	10087724	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	79.66
170	10089258	Hillspring Farms Ltd.	105 Highway	Farmland	38
171	10158970	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	17.99
172	10158988	Hillspring Farms Ltd.	565 Highway	Farmland & Woodland	15.63
173	10087732	Hillspring Farms Ltd.	10780 Highway 105	Farmland	29
174	10259836	Hillspring Farms Ltd.	105 Highway	Farmland & Woodland	77.05
175	10002442	Hillspring Farms Ltd.	West Glassville Road	Farmland & Woodland	42.08
176	35345537	HSF Foods Ltd.	Rue Powers	Grain Storage	0.3
177	35159078	HSF Foods Ltd.	Rue Powers	Grain Terminal	1.8
178	35177328	HSF Foods Ltd.	Rue Powers	Spur Line Track	0.36
179	65201444	HSF Food Ltd.	Highway 2	Timberland, Farmland	63.54

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for

SCHEDULE C

Encumbrances

A. Personal Property

REGISTRATION	Secured Party	Debtor
33416348	Farm Credit Canada	Hillspring Farms Ltd.; HSF Foods Ltd.; Burbank Water & Wastewater Inc.
21486550 as amended by 28485084	Farm Credit Canada	Hillspring Farms Ltd.
18038984 as amended by 28484905	Farm Credit Canada	Hillspring Farms Ltd.
23764160 as amended by 32654303	Farm Credit Canada	Hillspring Farms Ltd.
23823685 as amended by 32712119	Farm Credit Canada	Hillspring Farms Ltd.; HSF Foods Ltd.
19726181 as amended by 19851906, 28230803 and 28484988	Farm Credit Canada	Hillspring Farms Ltd.
22028799 as amended by 28485126	Farm Credit Canada	Hillspring Farms Ltd.; HSF Foods Ltd.
25835406	Farm Credit Canada	HSF Foods Ltd.
18039024	Farm Credit Canada	HSF Foods Ltd.
18460253	Farm Credit Canada	HSF Foods Ltd.
18459990 as amended by 28484939	Farm Credit Canada	Hillspring Farms Ltd.
21072632 as amended by 29856002	Farm Credit Canada	Hillspring Farms Ltd.

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21415591 as amended by 28485027	Farm Credit Canada	Hillspring Farms Ltd.
24950651 as amended by 28485175	Farm Credit Canada	Hillspring Farms Ltd.; HSF Foods Ltd.
25772195 as amended by 28485191	Farm Credit Canada	Hillspring Farms Ltd.
25823063	Farm Credit Canada	Hillspring Farms Ltd.
33365701	Farm Credit Canada	Hillspring Farms Ltd.
33365651	Farm Credit Canada	HSF Foods Ltd.
25772203	Farm Credit Canada	HSF Foods Ltd.
30440408	Farm Credit Canada	Burbank Water & Wastewater Inc.
28427102 as amended by 33483959	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
18422535 as amended by 22186175, 25290099 and 33116922	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
30053326 as amended by 33484106	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
29026663 as amended by 33484007	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
28853836 as amended by 33479320	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
28854032	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
23842842 as amended by 31304926	Canadian Imperial Bank of Commerce	HSF Foods Ltd.
29376399 as amended by 33484031	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.

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28369296 as amended by 33479304 and 33483934	Canadian Imperial Bank of Commerce	Hillspring Farms Ltd.
18422543 as amended by 25297300, 33116914 and 33142746	Canadian Imperial Bank of Commerce	HSF Foods Ltd.
30030589 as amended by 33479411	Canadian Imperial Bank of Commerce	Burbank Industrial Supply Inc.
30030902	Canadian Imperial Bank of Commerce	Hillspring Warehouse & Logistics Inc.
30031512	Canadian Imperial Bank of Commerce	Hillspring Thaw Ltd.
30030746	Canadian Imperial Bank of Commerce	Empire Construction & Fabrication Ltd.
30031090	Canadian Imperial Bank of Commerce	Burbank Water & Wastewater Inc.
30030597	Canadian Imperial Bank of Commerce	Burbank Industrial Supply Inc.
30030977	Canadian Imperial Bank of Commerce	631544 N.B. Ltd.
30180814 as amended by 31158975 and 31438054	Business Development Bank of Canada	Hillspring Farms Ltd.
30507743	Business Development Bank of Canada	Hillspring Farms Ltd.
30507685	Business Development Bank of Canada	HSF Foods Ltd.
30854186	Bank of Montreal	HSF Foods Ltd.
30383996	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.

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26278564	Bank of Nova Scotia – Atlantic CAU	HSF Foods Ltd.
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B. Real Property

Item	Encumbrance Registration No.	Parcel Number(s)	Identifie
1.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 1982-07-08 145055	10280105	
2.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2009-01-26 26757782	10094092	
3.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2009-05-21 27178467	10096105	
4.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2009-05-22 27181420	10088706	
5.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire	10161412 10093995 10161438 10205094 10087500 10087492	

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	Carleton 2009-10-06 27860528	10088847 10090611 10161420 10220846 10231371 10260560 10252666 10096105 65114944 65034977 10094092 10091536 10088706 10087740 10161248 10087724 10089258 10158970 10158988
6.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2010-04-30 28652049	10167005 10167013 10167021 10167039 10167047
7.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2011-08-26 30516745	10002830 10002939 10004265 10221976
8.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2012-04-03 31319560	10094175

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9.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2012-05-01 31409791	10259836
10.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2013-10-31 33269102	10090850 10258127 10166981 10166957 10094514 10094472
11.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2014-09-25 34212507	10087757 10092187 10167906
12.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2015-05-05 34807256	10089159 10094100 10095875 10278240 10095883 65034662 65114555 65224990 65112096 10091163 10278232 10096790 10207280 10091593 10159069 10278273 10278257
13.	Farm Credit Canada 1133 St. George BLVD SUITE 200	10089472 10248300

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	Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2016-04-25 35871228	10211076 10167468 10161677 10091155 10091916 10094407 10095206 10161669 10281095 10279982 10277788
14.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2016-04-26 35873406	10280113 10280105 10280097
15.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2016-05-30 35971267	10091742 10095628 10280253 10234128 10092682 10091676 10095065 10166783
16.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2016-12-23 36648500	65087900 65087835 65172827 65158438 65088627 65085060 65085094 65150757 65217515 65152761 65215741 65084857 65084865 65084881 65084899 65084915

175

		65084923 65084949 65087314 65087413 65088619 65116725 65116790 65150807
17.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2017-01-16 36687284	10226611 10281723 10007235 10003762 10008993 10218659 10003226 10281731 10002186 10002848 10008506 10003093 10127900 10183937 10281749 10002442
18.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2017-01-16 36687813	65085342 65138679 65138661 65114027 65111486 65085284
19.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2017-01-30 36719731	65085268 65160202
20.	Farm Credit Canada 1133 St. George BLVD SUITE 200	35159060 35159151

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	Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Madawaska 2017-01-31 36722636	
21.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2017-02-01 36727890	10090652 10281772
22.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2017-02-02 36729433	65089229 65205981
23.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2017-09-01 37338739	10260792 10260800 10275584 10232791 10282580 10137792 10272482 10217974 10217982 10218063
24.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2018-01-11 37715365	10158251 10162048 10282358 10282333 10282325 10090413 10187029 65084931 10002913 65041188 65220535

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		10216125 10093987 10273993 10088631 10087732
25.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2018-11-01 38544780	10285393 10214625 65089351 10285179 10093912
26.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Victoria 2018-11-07 38562154	65224990
27.	Canadian Imperial Bank of Commerce 370 Connell ST UNIT 143 Woodstock NB E7M 5G9 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2019-05-28 39055562	10226611 10281723 10003762 10008993 10218659 10136067 10003226 10281731 10002186 10002848 10008506 10003093 10127900 10183937 10281749 10002442
28.	Canadian Imperial Bank of Commerce 370 Connell ST UNIT 143 Woodstock NB E7M 5G9 Mortgagee Créancier hypothécaire	10226611 10281723 10003762 10008993 10218659 10003226

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	Postponement Agreement Convention de subordination Carleton 2019-06-06 39090858	10281731 10002186 10002848 10008506 10003093 10127900 10183937 10281749 10002442
29.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Madawaska 2013-05-01 32621907	35177328 35159078 35345537
30.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2018-01-11 37715373	65201444

C. The following employment-related liabilities

All liabilities of the Debtor, if any, in respect of "overtime" (as such term is defined in the *Employment Standards Act* (New Brunswick) ("**ESA**")) in relation to any of the Debtor's past and current employees, including any such liabilities that may be deemed to be liabilities of the Purchaser pursuant to section 89 of the ESA; and (b) all liabilities of the Debtor in respect of any order, action, audit or investigation of the Employment Standards Branch of the Ministry of Post-Secondary Education, Training and Labour (New Brunswick) in relation to the "overtime" practices, procedures, acts and omissions of the Debtor.

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SCHEDULE D

Permitted Encumbrances (unaffected by the Vesting Order)

A. Real Property Easements and Other Encumbrances (as of March 12-13, 2020)

Item	Encumbrance Registration No.	Parcel Number(s)	Identifier
1.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Discontinuance of Highway/Road Desaffectation de route Carleton 2018-09-10 38369212	10285393	
2.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Discontinuance of Highway/Road Desaffectation de route Carleton 2018-09-10 38369212	10285393	
3.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1956-05-14 183 - 293 97819	10205094	

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4.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1965-06-15 205 - 7 108094	10205094
5.	PID 10176766 Beechwood NB Easement Holder Titulaire de la servitude Agreement Convention Carleton 1989-11-29 478 - 592 169132	10094100
6.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1957-01-10 185 - 41 98629	10087500
7.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1965-06-15 205 - 6 108090	10087500
8.	PID/NID 10185510 Corcoran Road NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1988-01-01 444 - 148 164533	10087492
9.	10214625 Corcoran Road NB Easement Holder Titulaire de la servitude Easement Servitude Carleton 2018-04-17 37926152	10087492

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10.	10185510 Corcoran Road NB Easement Holder Titulaire de la servitude Easement Servitude Carleton 2018-04-19 37933323	10087492
11.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1956-06-05 183 - 417 97915	10090611
12.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1965-06-15 205 - 8 108095	10090611
13.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1956-06-18 183 - 475 97958	10158251
14.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1988-08-30 447-492 164990	10158251

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15.	10161263 Beechwood NB Easement Holder Titulaire de la servitude Agreement Re: Use of Land Convention visant l'usage des terrains Carleton 2001-04-20 769-574 11973113	10220846
16.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1965-06-15 205-8 108095	10162048
17.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1978-03-06 281-509 132884	10162048
18.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1978-03-06 281-509 132884	10162048
19.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1989-03-01 460-120 166681	10282358 10282333 10282325

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20.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1989-01-16 457-286 166316	10282325
21.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1989-03-01 460-126 166682	10282325
22.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1955-11-10 182-158 97237	10187029
23.	Oakes, Ellis R. 505 California Settlement Road California Settlement NB E3Z 1V8 Easement Holder Titulaire de la servitude Deed Acte de transfert Victoria 1995-06-19 445-519 113133	65172827
24.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1992-05-07 385-321 105847	65085060

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25.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Victoria 1992-05-07 385-321 105847	65085060
26.	PID 10004406 Center Glassville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1989-12-15 480-50 169293	10281723
27.	PID 10194090 Divide NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1996-02-06 628-446 187754	10218659
28.	PID 10002319 Divide NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1996-02-06 628-446 187754	10218659
29.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-02-09 433-376 163081	10275584
30.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-02-09 433-376 163081	10275584

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31.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1981-10-13 322-74 143252	10232791
32.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1981-10-13 322-74 143252	10232791
33.	Maine and New Brunswick Electrical Power Company Limited 209 State ST Presque Isle ME United States 04769-0789 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1972-12-20 157 - 876 63348	65217515 65088619
34.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1966-12-09 136-128 56177	65215741 65087314
35.	Minister of Natural Resources and Energy PO BOX/CP 6000 Fredericton NB E3B 5H1 Agreement Holder Detenteur de la convention Other Autres Victoria 1996-09-25 470-75 116208	65084899

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36.	Minister of Natural Resources and Energy PO BOX/CP 6000 Fredericton NB E3B 5H1 Agreement Holder Detenteur de la convention Other Autres Victoria 1997-09-08 488-108 118432	65084899
37.	The New Brunswick Telephone Co. Ltd. 1 Brunswick SQ Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1966-12-09 136-128 56177	65084915
38.	Her Majesty the Queen in Right of the Prov of NB as rep by Minister of Natural Resources and Energy 440 King ST Fredericton NB E3B 5H8 Agreement Holder Detenteur de la convention Other Autres Victoria 1996-09-25 470-75 116208	65084915
39.	PID 65084931 Four Falls NB Easement Holder Titulaire de la servitude Deed Acte de transfert Victoria 1964-04-20 127-623 52857	65084949
40.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1966-12-09 136-140 56186	65084949

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41.	Maine and New Brunswick Electrical Power Company, Limited 282 Tinker RD Tinker NB E7H 5A8 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1972-12-20 157 – 881 63349	65084949
42.	New Brunswick Power Distribution and Customer Service Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Administration Administration Victoria 1968-09-26 1590	65116725
43.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Deed Acte de transfert Victoria 1967-07-26 137-541 56779	65116790
44.	The Director, The Veteran's Land Act SAT-3 284 Wellington ST Ottawa ON K1A 0H8 Easement Holder Titulaire de la servitude Deed Acte de transfert Victoria 1967-07-26 137-541 56779	65116790
45.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1966-12-09 136-138 56185	65084931

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46.	Restrictive Covenants Glassville NB Covenant Holder Titulaire de l'engagement Deed Acte de transfert Carleton 1997-07-14 667-119 192337	10136067
47.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1967-05-03 211-598 111316	10004265
48.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-08-03 343-770 148305	10004265
49.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-08-03 343-770 148305	10004265
50.	Aliant 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Carleton 1996-11-05 200670	10221976

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51.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Carleton 1996-11-05 200670	10221976
52.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-12-01 454-476 165939	10282580
53.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-12-01 454-476 165939	10282580
54.	10282572 Glassville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 2017-05-24 37007656	10252580
55.	10008365 Glassville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 2017-05-24 37007656	10252580

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56.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-02-09 433-388 163084	10281731
57.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1988-02-09 433-388 163084	10281731
58.	Aliant Inc. 1 Brunswick SQ PO BOX 1324 Saint John NB E2L 4H8 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-08-03 343-749 148298	10002913
59.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-08-03 343-749 148298	10002913
60.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1994-10-14 200175	10211076

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61.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1994-10-14 200175	10211076
62.	New Brunswick Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1967-03-05 211-583 111307	10003093
63.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Carleton 1983-08-03 343-767 148304	10003093
64.	New Brunswick Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Carleton 1983-08-03 343-767 148304	10003093
65.	10282572 Glassville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 2017-05-24 37007680	10137792

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66.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Carleton 1983-08-03 343-764 148303	10127900
67.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Carleton 1983-08-03 343-764 148303	10127900
68.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1965-08-20 205-513 108445	10183937
69.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1996-02-22 629-509 187896	10281749
70.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1996-02-22 629-509 187896	10281749

71.	15' wide Easement Paroisse de Saint-Andre NB Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Madawaska 1977-05-31 3512	35159060 35159151
72.	New Brunswick Power Transmission Corporation 515 King ST Fredericton NB E3B 5G4 Easement Holder Titulaire de la servitude Easement Servitude Madawaska 2011-08-10 30450044	35159060
73.	Bell Aliant Communications Regionales Inc. 1 Brunswick SQ Saint John NB E2L 4H8 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1981-08-31 E14-62 124895	35159151
74.	Corporation de portefeuille Energie Nouveau-Brunswick 515 RUE King Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1981-08-31 E14-62 124895	35159151
75.	New Brunswick Power Transmission Corporation 515 King ST Fredericton NB E3B 5G4 Easement Holder Titulaire de la servitude Easement Servitude Madawaska 2011-08-10 30450085	35159151

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76.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1980-07-15 307-406 139670	10091742
77.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1980-07-15 307-406 139670	10091742
78.	New Brunswick Telephone Company, Limited / Ltee 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1980-07-15 307-400 139668	10095628
79.	Pid 10177699 North Johnville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1984-10-24 360-92 152136	10095628
80.	Pid 10168375 North Johnville NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1984-10-24 360-95 152137	10095628

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81.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-07-06 342-875 148103	10260560 10090652
82.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-07-06 342-875 148103	10260560 10090652
83.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1983-09-09 244-446 86113	65034662 65114555 65224990
84.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1983-09-09 244-446 86113	65034662 65114555 65224990
85.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1988-11-03 318-470 97411	65034662 65114555 65224990 65112096

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86.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Victoria 1960-04-22 117-695 48824	65224990
87.	NB Power 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Victoria 1966-02-03 133-263 55029	65224990
88.	NBTel Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Victoria 1988-11-03 318-476 97412	65224990
89.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Victoria 1978-01-13 194-607 73477	65220535
90.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Victoria 1978-01-13 194-607 73477	65220535

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91.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1986-04-24 391-168 156942	10280113 10280097
92.	The New Brunswick Telephone Company, Limited 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1986-04-24 391-168 156942	10280113 10280097
93.	New Brunswick Telephone Company, Limited/Ltee 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1989-03-01 460-114 166680	10280113 10280097 10281095
94.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Easement Servitude Carleton 2002-10-16 15195705	10280113
95.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement Servitude Carleton 2002-10-16 15195705	10280113

96.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Land Titles First Application Premiere demande de titre foncier Carleton 2013-07-30 32942766	10280113
97.	Aliant Inc. 1 Brunswick SQ PO BOX 1324 Saint John NB E2L 4H8 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-05-05 304-404 147545	10280105
98.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1983-05-05 304-404 147545	10280105
99.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Land Titles First Application Premiere demande de titre foncier Carleton 2013-07-30 32942501	10280097
100.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1989-03-01 460-156 166687	10167005 10167013 10167021

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101.	PID 10211597 Maplehurst NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1995-02-27 604-392 184857	10161677 10094407
102.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1992-12-07 554-80 178526	10090850
103.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1968-10-17 216-231 113300	10094472
104.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1960-04-21 192-255 102306	10092187
105.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1966-02-02 206-656 109024	10092187
106.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1989-12-05 479-243 169197	10092187

107.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1960-04-21 192-248 102302	10285179
108.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1988-08-30 447-440 164982	10285197
109.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1983-05-05 340-371 147534	10096105
110.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1983-05-05 340-371 147534	10096105
111.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1985-04-10 367-235 153386	10096105

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112.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1985-04-10 367-235 153386	10096105
113.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Carleton 1993-07-15 1181	10207280
114.	New Brunswick Power Corporation 515 King ST Fredericton NB E3B 1E7 Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Carleton 1993-07-15 1181	10207280
115.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Easement, Right-of-Way Servitude, droit de passage Victoria 1960-07-07 118-677 49214	65114944
116.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Agreement Holder Detenteur de la convention Agreement Convention Carleton 1989-03-02 323-627 98175	65114944

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117.	PID 65151797 Muniac NB Easement Holder Titulaire de la servitude Deed Acte de transfert Victoria 1990-02-01 339-307 100322	65034977
118.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 5555 Saint John NB E2L 4K2 Agreement Holder Titulaire de la servitude Agreement Convention Victoria 1990-06-06 346-211 101168	65034977
119.	New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Agreement Holder Titulaire de la servitude Agreement Convention Victoria 1990-06-06 346-211 101168	65034977
120.	PID 10278687 Bath NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 2015-07-20 35051565	10093912
121.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1960-04-21 192-273 102317	10279982

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122.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Agreement Holder Titulaire de la servitude Agreement Convention Carleton 1966-02-02 206-680 109039	10279982
123.	PID 10094712 Maplehurst NB Easement Holder Titulaire de la servitude Easement Servitude Carleton 2007-11-19 24833130	10279982
124.	PID 10090652 Upper Kent NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1981-03-27 315-129 141569	10281772
125.	PID 10177665 Upper Kent NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 2017-01-13 36685478	10281772
126.	10280014 Maplehurst NB Easement Holder Titulaire de la servitude Easement Servitude Carleton 2016-04-27 35877753	10087724 10158970 10158988
127.	PID 10090140 Upper Kent NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1990-07-26 494-69 171206	10089258
128.	PID 10088623 Upper Kent NB Easement Holder Titulaire de la servitude Deed Acte de transfert Carleton 1940-09-03 152-163 80979	10259836

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129.	New Brunswick Electric Power Commission 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1987-09-02 Q19-765 154569	35177328
130.	New Brunswick Power Transmission Corporation 515 King ST Fredericton NB E3B 5G4 Easement Holder Titulaire de la servitude Easement Servitude Madawaska 2011-06-09 30193263	35177328
131.	New Brunswick Power Transmission Corporation 515 King ST Fredericton NB E3B 5G4 Easement Holder Titulaire de la servitude Partial Discharge of Release Mainlevée partielle ou renonciation Madawaska 2012-03-14 31248728	35177328 35159078
132.	15' wide Easement Paroisse de Saint-André NB Easement Holder Titulaire de la servitude Subdivision & Amalgamations Lotissement et fusions Madawaska 1977-05-31 3512	35159078 35345537
133.	Bell Aliant Communications Régionales Inc. Bell Aliant Regional Communications, LP 1 Brunswick SQ Saint John NB E2L 4H8 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1981-08-31 E14-77 124899	35159078 35345537

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134.	Corporation de portefeuille Énergie Nouveau-Brunswick 515 RUE King Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1981-08-31 E14-77 124899	35159078 35345537
135.	Bell Aliant Communications Regionales Inc. 1 Brunswick SQ Saint John NB E2L 4H8 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1989-12-06 594-283 165711	35159078
136.	Corporation de portefeuille Energie Nouveau-Brunswick 515 RUE King Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Madawaska 1993-06-15 733-496 184099	35159078

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B. Personal Property Permitted Encumbrances

REGISTRATION	Secured Party	Debtor	Description of Collateral
31415128	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2018 Case IH Tractor Model 380 having serial number ZJRF01138
25429275, as amended by 33200791	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2014 Case IH Magnum Tractor Model 290 HP having serial number ZERD02792
28415446, as amended by 33126145	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2014 Tiger 2 Case IH Soil Preparation Tractor having serial number YED074213
29244050	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2007 Case IH S.P. Sprayer Model 3320 having serial number YDT037612
29337516	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Case IH Magnum Tractor Model 200 having serial number JJAM0200EHRH02289, together with Case IH Loader Model L785 having serial number 82171751
28722965	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Two 2017 Tiger 2 Case IH 17 Soil Preparation Harrows having serial numbers YHD083786 and YHD083665
28415438	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2017 SV300 Case 17 Skid Steer having serial number JAFSV300AGM425897
28411270, as amended by 28415651	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2017 Case IH Magnum Tractor Model 310 having serial number ZGRF03005

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28518538	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2014 Case IH SP Sprayer Model 3340 having serial number YET038558
27322718	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2016 Case IH SP Sprayer Model 3340 having serial number YFT042512
27731249	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2016 Case IH Magnum Tractor Model 280 having serial number ZGRF01526
28722973	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2017 Magnum Tractor Model 280 having serial number ZHRF01377, together with Magnum Tractor Model 250 having serial number ZHRF01590
28722981	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Case IH Combine Model 8240 having serial number YHG233588, together with Case IH Combine Head model Draper 3152 having serial number YHH051326
29653391	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	2017 Case IH Combine Head Model Draper 3152 having serial number YHH051506
29110590	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Case Skid Steer having serial number JAFSV300JHM430255
27617653	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Case IH Magnum Tractor Model 310 having serial number ZGRF01679, together with Case IH Magnum Tractor Model 340 having serial number ZGRF01089

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30383996	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Soil Preparation Model Tiger having serial number YJD085177
31599707	CNH Industrial Capital Canada Ltd.	Hillspring Farms Ltd.	Magnum Tractor having serial number JJAM0380PHRF04682
27216118	Caterpillar Financial Services Limited	Hillspring Farms Ltd.	2016 Caterpillar D5K2 having serial number CAT00D5KPKW200604

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SCHEDULE E

EQUIPMENT LEASE

THIS EQUIPMENT LEASE made as of the ■ day of June, 2020.

BETWEEN:

HILLSPRING FARMS LTD.,
a corporation existing under the laws of the
Province of New Brunswick,

(hereinafter referred to as "**Hillspring**")

- and -

HSF FOODS LTD.,
a corporation existing under the laws of the
Province of New Brunswick,

(hereinafter referred to as "**HSF**")

- and -

HILLSPRING WAREHOUSE & LOGISTICS INC.,
a corporation existing under the laws of the
Province of New Brunswick,

(together with Hillspring and HSF, hereinafter
collectively referred to as the "**Lessors**")

- and -

ERNST & YOUNG INC., in its capacity as court-
appointed receiver over certain property and assets
of the Lessors and not in its personal capacity,

(hereinafter referred to as the "**Receiver**")

- and -

**MCCAIN FARMS, a division of MCCAIN
PRODUCE INC.,**
a corporation existing under the laws of the
Province of New Brunswick,

(hereinafter referred to as the "**Lessee**").

WHEREAS the Lessors and the Lessee have entered into an asset purchase
agreement dated June 11, 2020 (the "**APA**");



AND WHEREAS the Receiver has been appointed as the court-appointed receiver over certain property and assets of the Lessors under the *Bankruptcy and Insolvency Act* (Canada) and the Approval and Vesting Order (as defined below) has or will be issued in respect of the Lessors;

AND WHEREAS in connection with the APA, the parties wish to enter into this equipment lease (this "**Agreement**") to provide for the lease by the Lessee from the Lessors of the Leased Equipment on the terms and conditions described herein;

THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, representations and warranties of the parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Where used in this Agreement, unless the context expressly or by necessary implication otherwise requires, the following terms shall have the respective meanings set forth below and grammatical variations of such terms shall have corresponding meanings:

"**Affiliate**" has the meaning ascribed thereto in the APA;

"**Agreement**" has the meaning ascribed thereto in the recitals to this Agreement;

"**APA**" has the meaning ascribed thereto in the recitals to this Agreement;

"**Appraised Value**" means the appraised value of the Leased Equipment as of May 14, 2020 as specified in the appraisal conducted by the Appraiser dated June 10, 2020;

"**Appraiser**" means Ritchie Bros. Auctioneers;

"**Approval and Vesting Order**" has the meaning ascribed thereto in the APA and which shall, among other things, vest any Purchased Equipment in the Lessee free and clear of and from any and all Encumbrances other than Permitted Encumbrances (as such terms are defined in the Approval and Vesting Order) on the Lessee exercising the Option and paying all amounts due as a result thereof;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or New Brunswick on which banks and the offices of Governmental Authorities (as defined in the APA) are open for business;

"**Closing**" has the meaning ascribed thereto in the APA;

"**Closing Date**" has the meaning ascribed thereto in the APA;

"**Commencement Date**" has the meaning ascribed thereto in Section 2.3;

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"HST" means all goods and services taxes, harmonized sales taxes, value added taxes, sales taxes, transfer taxes, use taxes, consumption taxes and other similar taxes of whatever name or description imposed, levied, rated, charged or assessed by the Government of Canada or by any provincial, municipal or local government;

"Leased Equipment" means the equipment listed on Schedule E hereto;

"Monthly Rent" has the meaning ascribed thereto in Section 2.4;

"Monthly Rent Amount" means \$**REDACTED**;

"Option" has the meaning ascribed thereto in Section 5.1;

"Payment Date" means each of the Commencement Date, August 1, 2020, September 1, 2020, October 1, 2020 and November 1, 2020;

"Pre-Term Repair Expenses" has the meaning ascribed thereto in Section 4.2(d);

"Purchase Date" has the meaning ascribed thereto in Section 5.1;

"Purchased Equipment" has the meaning ascribed thereto in Section 5.1;

"Receiver" has the meaning ascribed thereto in the recitals to this Agreement;

"Remaining Expenses" has the meaning ascribed thereto in Section 4.2(e); and

"Term" has the meaning ascribed thereto in Section 2.3.

1.2 Rules of Construction

Unless the context otherwise requires, in this Agreement:

- (a) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions mean or refer to this Agreement as amended, restated, modified, replaced or supplemented from time to time, including any amendment to this Agreement, and any agreement or instrument supplemental hereto and the expressions "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section herein;
- (b) "include", "includes" and "including" means including without limitation and including without limiting the generality of the foregoing;
- (c) the terms "party" and "the parties" refer to a party or the parties to this Agreement;
- (d) the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation thereof;
- (e) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;

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- (f) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing, as amended, restated, modified, replaced or supplemented from time to time;
- (g) all dollar amounts refer to Canadian dollars;
- (h) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (i) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement and the APA constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein and therein provided.

1.4 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

ARTICLE 2 LEASE OF LEASED EQUIPMENT

2.1 Effectiveness

The parties agree that this Agreement shall not be effective until the issuance of the Approval and Vesting Order and the completion of the Closing.

2.2 Lease

Each Lessor hereby leases the Leased Equipment owned by it to the Lessee in accordance with and subject to the provisions of this Agreement.

2.3 Term

The term of this Agreement commences on the Closing Date (the "**Commencement Date**") and will continue until and including November 15, 2020 (the "**Term**").



2.4 Monthly Payments

The Lessee hereby covenants to pay to the Receiver:

- (a) on the Commencement Date, an amount equal to the Monthly Rent Amount multiplied by a fraction, the numerator of which is the number of days from and including the Commencement Date to and including July 31, 2020 and the denominator of which is 31;
- (b) on November 1, 2020, \$ **REDACTED**; and
- (c) on each other Payment Date, an amount equal to the Monthly Rent Amount (collectively, "Monthly Rent"), in each case subject to set-off in accordance with Section 4.2(e).

2.5 Taxes

The Lessee hereby covenants to pay to the Receiver on each Payment Date:

- (a) HST payable by it in respect of the Monthly Rent paid on such Payment Date (which Monthly Rent shall, for certainty, be calculated for purposes of this Section 2.5(a) prior to any set-off in accordance with Section 4.2(e)); and
- (b) HST payable by it in respect of any other amount paid or payable by the Lessee pursuant to this Agreement (which other amount shall, for certainty, be calculated for purposes of this Section 2.5(b) prior to any set-off in accordance with Section 4.2(e)).

ARTICLE 3 LESSOR REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Lessors

Each Lessor jointly and severally represents and warrants to the Lessee as of the date hereof that such Lessor is the legal and beneficial owner of the Leased Equipment being leased by it to the Lessee, with good and marketable title thereto and acknowledges that the Lessee is relying upon such representations and warranties in connection with its entering into of this Agreement.

3.2 No Other Lessor Representations and Warranties

The Lessee acknowledges and agrees that the Leased Equipment is being leased "as-is, where-is" and that, except as set forth in Section 3.1, the Lessors have made no representation, warranty or covenant, express or implied, with respect to the Leased Equipment. Other than the representations set forth in Section 3.1, the Lessee shall rely solely upon its own findings resulting from its own inspection of the Leased Equipment and not upon any information, documentation, statement or opinion, written or oral provided by any Lessor with respect to the Leased Equipment.

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3.3 Manufacturer Warranties

The Lessee acknowledges that the Lessors have no responsibility to the Lessee for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Leased Equipment. Each Lessor assigns to the Lessee any interest such Lessor has in any of such warranties, guarantees or any other undertakings and, to the extent any such warranty, guarantee or other undertaking cannot be assigned to the Lessee, each Lessor agrees to hold its interest in any such warranty, guarantee or other undertaking in trust for the benefit of the Lessee.

ARTICLE 4 ADDITIONAL COVENANTS AND LEASE PROVISIONS

4.1 Title

Subject to Article 5, each Lessor retains title to the Leased Equipment owned by it and no right, title, or interest in the Leased Equipment shall pass to Lessee except as expressly set forth in this Agreement. The Leased Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

4.2 Maintenance

- (a) The Lessee shall, at its sole cost and expense:
 - (i) maintain the Leased Equipment in the ordinary course throughout the Term; and
 - (ii) furnish any parts or anything else required to maintain the Leased Equipment in the ordinary course. Any such parts or other things shall form part of the Leased Equipment, shall continue to be subject to this Agreement and shall, subject to Article 5, not become the property of the Lessee, and shall be free of any security interests or other interests of any third parties;

(collectively, the "**Standard Maintenance**").

(b) Notwithstanding Section 4.2(a), if, at any time during the Term, the Lessee determines that, in order to keep any of the Leased Equipment substantially in the condition, working order and state of repair that it was on the Commencement Date, it must incur costs or expenses for any maintenance, repair or replacement of such Leased Equipment which are extraordinary in nature or not in the ordinary course for such Leased Equipment ("**Extraordinary Repair Expenses**"), the Lessee shall consult with and seek the approval of the Receiver prior to incurring any such Extraordinary Repair Expenses. If the Receiver fails to respond to such request for approval within five days thereof, the Receiver shall be deemed to have approved such request to incur such Extraordinary Repair Expenses.

(c) Following any approval by the Receiver for Extraordinary Repair Expenses in accordance with Section 4.2(b), the Lessee shall be entitled to subsequently elect whether to complete or perform the associated repairs. Nothing in this Agreement shall obligate the Lessee

to complete or perform any repairs on the Leased Equipment other than the Standard Maintenance.

(d) The Receiver acknowledges and confirms that the repair expenses set out in Schedule B hereto (collectively, "**Pre-Term Repair Expenses**") were incurred or identified by the Lessee prior to the date of this Agreement as repairs to be completed during the Term.

(e) Any Extraordinary Repair Expenses approved by the Receiver incurred by the Lessee in accordance with Section 4.2(b) and the Pre-Term Repair Expenses may be set off by the Lessee against any Monthly Rent for the Leased Equipment on which such repair was conducted. Any Extraordinary Repair Expenses and Pre-Term Repair Expenses not set off by the Lessee against Monthly Rent or set off but not fully satisfied by such set off ("**Remaining Expenses**") may, in accordance with Section 5.1, be applied by the Lessee in partial satisfaction of the Purchase Price of any Purchased Equipment. Any portion of the Extraordinary Repair Expenses and Pre-Term Repair Expenses that exceeds the value of the Leased Equipment on which such repair was conducted shall only be set-off to a maximum of the Appraised Value of such Leased Equipment.

(f) The Lessee shall provide the Receiver with receipts evidencing the cost of the Extraordinary Repair Expenses and Pre-Term Repair Expenses prior to the exercise of any set off rights hereunder. In no case shall any receipts be submitted for expenses related to repairs done by the Lessee's own employees or parts on hand or for an amount greater than the Appraised Value of a piece of Leased Equipment on which the repair was conducted.

4.3 Loss or Destruction of Leased Equipment

(a) The Lessee shall bear the risk of any theft, loss or destruction of the Leased Equipment. The Lessee acknowledges that none of these events will in any way affect its obligations under this Agreement, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Lessee under this Agreement that are actually received by any Lessor or the Receiver. For greater certainty, if any Leased Equipment is stolen, lost or destroyed, the Lessee shall compensate the Receiver in an amount equal to the lesser of (i) the Appraised Value of such Leased Equipment less any Monthly Rent paid in respect of such Leased Equipment or (ii) the insurance proceeds, if any, received by the Lessee in respect of such theft, loss or destruction.

(b) The Lessee agrees to indemnify and save harmless the Lessors and the Receiver against and from all loss, costs and damages which the Lessors or the Receiver may suffer, incur or become liable for by reason of, or arising out of (i) damage to the Leased Equipment during the period of use (normal wear and tear excepted) and (ii) personal injury or death of any person making use of or on any Leased Equipment or as a result of Lessee's use of same during the period of possession.

4.4 Insurance

(a) The Lessee shall, during the Term, at its sole expense, place and maintain insurance, of a nature and type, with reputable carriers and with coverage limits as are generally maintained for comparable businesses and equipment, and such insurance shall at minimum provide for insurance coverage equal to or greater than the Appraised Value of the Leased Equipment.

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(b) All policies shall name the applicable Lessors and the Receiver as loss payees, and shall (i) contain provisions prohibiting alteration of the terms or termination of the policy except upon 30 days' notice by the insured to the Receiver and (ii) include a Waiver of Subrogation endorsement in favour of the applicable Lessors and the Receiver. If requested by the Receiver, the Lessee shall provide the Receiver with certificates of all policies of insurance required hereunder, and evidence of their renewal or replacement from time to time. The purchase and maintenance of this insurance by the Lessee shall not excuse or relieve it from any of its obligations under this Agreement.

ARTICLE 5 OPTION TO PURCHASE

5.1 Option to Purchase

The Lessee shall have the option (the "**Option**"), by delivery of a written notice to the Receiver at any time prior to the end of the Term, to purchase all or any portion of the Leased Equipment (such notice to identify the Leased Equipment to be purchased, being the "**Purchased Equipment**") on the day immediately following the last day of the Term or such earlier date as the Lessee may elect (the "**Purchase Date**") at a purchase price (the "**Purchase Price**") equal to:

- (a) the Appraised Value of the Purchased Equipment; less
- (b) the Monthly Rent (for certainty, prior to any set-off in accordance with Section 4.2(e)) attributable to the Purchased Equipment and paid by the Lessee during the Term.

5.2 Payment of Purchase Price

On the Purchase Date, the Lessee shall pay the Purchase Price (plus any HST payable thereon) to the Receiver, which Purchase Price may be satisfied in part by applying any Remaining Expenses against the amount of the Purchase Price.

5.3 Title to Purchased Equipment

(a) If the Lessee exercises the Option, upon delivery of (x) the Receiver's Equipment Certificate to the Court (as such terms are defined in the Approval and Vesting Order) and (y) the Purchase Price for the Purchased Equipment to the Receiver, all right, title and interest in the Purchased Equipment shall transfer to the Lessee and the Purchased Equipment shall be deemed to be Purchased Assets for the purposes of the APA and the Approval and Vesting Order. Each of the parties shall, upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting party, all further acts documents and things as may be required or necessary for the purposes of transferring all right, title and interest in the Purchased Equipment and delivering the Receiver's Equipment Certificate to the Court, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Purchased Equipment.

(b) Upon the completion of the Term, the Lessee shall grant access to the Receiver and its representatives to remove, at the Receiver's expense, any Leased Equipment in respect of which the Lessee did not exercise the Option. Any such Leased Equipment shall be

substantially in the condition, working order and state of repair that it was on the Commencement Date, subject to normal wear and tear. It is understood and agreed by the Receiver that the Lessee shall only be conducting Standard Maintenance during the Term and in no case shall the Receiver expect repairs or improvements to the Leased Equipment during the Term other than any repairs related to Extraordinary Repair Expenses and Pre-Term Repair Expenses.

ARTICLE 6 MISCELLANEOUS

6.1 Survival

All obligations of the parties shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

6.2 Payments to Receiver

Each Lessor agrees that any payment made by the Lessee to the Receiver on account of the Leased Equipment or the Purchased Equipment, as applicable, owned by such Lessor is accepted by the Receiver on behalf of such Lessor, and such Lessor shall have no recourse against the Lessee for any such payment.

6.3 Amendment; Waiver

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby. Except as otherwise set out herein, if the Receiver fails to exercise or delays exercising any of its rights under this Agreement, that failure or delay shall not operate as a waiver of the right.

6.4 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.5 Time of Essence

Time shall be of the essence of this Agreement.

6.6 Assignment

No party shall assign this Agreement or any rights or obligations arising under this Agreement without the prior written consent of the Receiver, in the case of the assignment by the Lessee, or the Lessee, in the case of assignment by a Lessor, provided that the Lessee

may assign this Agreement to any of its Affiliates with notice of such assignment to the Receiver.

6.7 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns.

6.8 Notice

Unless otherwise provided herein, any notice or communication given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or if transmitted by email:

(a) if to any Lessor at:

Hillspring Farms Ltd.
295 Tartown Rd.
Bath, NB E7J 2N2

Attention: Benjamin Brake and Jeremy Brake
Email: ben.brake@hsffood.ca and jeremy.brake@hillspringfarms.ca

with a copy (which shall not constitute notice) to:

McInnes Cooper
1969 Upper Water St., Suite 1300
Purdy's Wharf Tower II
Halifax, NS B3J 3R7

Attention: Stephen Kingston
Email: stephen.kingston@mcinnescooper.com

(b) if to the Receiver, at:

Ernst & Young Inc.
RBC Waterside Centre
1871 Hollis Street, Suite 500
Halifax, NS B3J 0C3

Attention: George Kinsman
Email: george.c.kinsman@ca.ey.com

(c) if to the Lessee, at:

McCain Farms, a Division of McCain Produce Inc.
8800 Main St.
Florenceville-Bristol, NB E7L 1B2

Attention: Nia Karabatsos
Email: nia.karabatsos@mccain.ca



with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Natasha MacParland
Email: nmacparland@dwpv.com

Any notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

6.9 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by electronic means and all such counterparts and electronic deliveries shall together constitute one and the same agreement.

[Remainder of the page intentionally left blank.]

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

HILLSPRING FARMS LTD.

by _____
Name:
Title:

HSF FOODS LTD.

by _____
Name:
Title:

**HILLSPRING WAREHOUSE &
LOGISTICS INC.**

by _____
Name:
Title:

**MCCAIN FARMS, a division of MCCAIN
PRODUCE INC.**

by _____
Name:
Title:

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The undersigned is the Receiver of certain property and assets of the Lessors by virtue of the Appointment Order (as defined in the APA) of the Court of Queen's Bench of New Brunswick dated _____ 2020, and in such capacity hereby adopts the within Agreement for the estate of the Lessors and confirms that the transactions contemplated therein have been approved by the Court such that the Receiver shall complete same in accordance with the Approval and Vesting Order of the Court of Queen's Bench of New Brunswick dated _____ 2020.

**ERNST & YOUNG INC., solely in its
capacity as Court-appointed Receiver
and not in its personal capacity**

by _____

Name:

Title:

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SCHEDULE E
LEASED EQUIPMENT

See attached.

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SCHEDULE F
PRE-TERM REPAIR EXPENSES

See attached.

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SCHEDULE F

Receiver's Equipment Certificate

Court File No.: SJM-46-2020

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC.**

-and-

**PURSUANT TO Section 33 of The *Judicature Act*,
R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New
Brunswick and Section 243 of the *Bankruptcy and
Insolvency Act*, R.S.C. 1985, c. B-3**

BETWEEN:

FARM CREDIT CANADA, a Federal Crown Corporation

-and-

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation**

APPLICANTS,

- and -

**HILLSPRING FARMS LTD., HSF FOODS LTD. and
HILLSPRING WAREHOUSE & LOGISTICS INC., each a
New Brunswick Corporation**

RESPONDENTS.

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CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Darrell J. Stephenson of the New Brunswick Court of Queen's Bench (the "**Court**") dated June 26, 2020, Ernst & Young Inc. was appointed as the Receiver and Receiver Manager (the "**Receiver**") of all of the undertaking, property and assets of Hillspring Farms Ltd., HSF Foods Ltd., Hillspring Warehouse & Logistics Inc. (collectively, the "**Debtor**") save and except certain excluded Property.

B. Pursuant to an Order of the Court dated June 26, 2020, the Court approved the agreement of purchase and sale made as of June 11, 2020 (the "**Sale Agreement**") between the Debtor, McCain Farms, a division of McCain Produce Inc. (the "**Purchaser**") and the other signatories to such agreement listed as related parties thereto, and provided for the vesting in the Purchaser of all of the Debtor's right, title and interest in and to all or any portion of the Farming Equipment identified by the Purchaser, which vesting is to be effective with respect to the Farming Equipment identified in the Farming Equipment Option upon the delivery by the Receiver to the Purchaser of a certificate confirming that the Purchaser has exercised the Farming Equipment Option pursuant to the Farming Equipment Lease.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has exercised the Farming Equipment Option pursuant to the Farming Equipment Lease.



This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**ERNST & YOUNG INC., in its capacity as Receiver
of the undertaking, property and assets of the
Debtor, and not in its personal capacity**

Per:

Name:

Title:

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SCHEDULE G

Farming Equipment

Item No.	Item	Item Category	McCain ID	Serial Number
1.	Case 315	Tractor	1209	ZERD03119
2.	60' Tigermate 200 Harrow #1	Equipment	1128	YBD055928
3.	Case IH Combine 7088	Equipment	1109	YB000271
4.	Sprayer, SPX3320	Equipment	1084	Y7T021729
5.	10 Bottom Plow # 1	Equipment	1073	103306
6.	Sprayer, SPX3320	Equipment	1269	Y7T022012
7.	Tractor	Tractor	1053	JAZ126232
8.	Tractor	Tractor	1222	JAZ127464
9.	2017 LKWD 6-Row Windrower	Equipment	1000	H00023
10.	2013 LKWD Model 656 6-Row Windrower	Equipment	1183	C00991
11.	2013 LKWD Model 656 6-Row Windrower	Equipment	1125	C03301
12.	2015 LKWD Model 656 Windrower	Equipment	1191	F01925

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13.	2016 LKWD 656 6-Row Windrower	Equipment	1239	G01012
14.	2017 LKWD 656 6-Row Windrower / Hillspring	Equipment	1010	G01015
15.	2017 LKWD Model 506P Planter / Hillspring	Equipment	1092	H00004
16.	2015 LKWD Model 506 Planter	Equipment	1211	F01923
17.	GOW Bin Piler 30"	Equipment	1185	
18.	Freightliner	Trucks	1051	2FUYDXYB6NA499400
19.	Freightliner	Trucks	1100	2FUYDDYB6TA761587
20.	Freightliner Stake Truck	Trucks	1121	2FUPYXYB6HV299162
21.	Freightliner Tractor	Trucks	1017	2FUPDXYB5VA714938
22.	Freightliner	Trucks	1072	2FUPYDYB0HV285014
23.	GMC Brigadeer (Dump)	Trucks	1261	1GDT8C4Y0GV535894
24.	Freightliner	Trucks	1259	2FUPDDYB5MV393134
25.	Freightliner	Trucks	1136	1FUPDWEB6YLF58893
26.	Freightliner	Trucks	1296	2FV9Y0Y9XGV261702
27.	Freightliner	Trucks	1253	1FUYTEDB8XHA01987
28.	Freightliner	Trucks	1060	2FUYDDYB9WA984775
29.	Freightliner	Trucks	1188	1FUYZDYB6KH442476
30.	Freightliner Dump Truck	Trucks	1068	2FUP2DYB3JV324606
31.	Freightliner	Trucks	1221	2FUPYCYBXJV324224
32.	Freightliner	Trucks	1225	1FUJAHCG33LK53219

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33.	Freightliner FL112	Trucks	1178	1FVX1WYB9KH442529
34.	Freightliner FL112	Trucks	1137	1FVX1LYB9KH442528
35.	Freightliner T Series	Trucks	1126	2FUPDDYB6RA900296
36.	Freightliner (Blue Dump)	Trucks	1271	2FUPYXYB9GV283651
37.	White Volvo GMC	Trucks	1162	4V1YDBRG4JN602490
38.	Utility Trailer VS3RA	Trailers	1007	1UYVS35308M533301
39.	International	Trucks	1236	1HTSHAAT4SH645662
40.	International	Trucks	1013	2HSCHASR22C040770
41.	International	Trucks	1106	2HSFMAER6XC049421
42.	International 9300 Conventional	Trucks	1314	2HSFBBHR3PC072520
43.	International 9200 Conventional	Trucks	1172	2HSFMHNR1RC083469
44.	Freightliner	Trucks	1304	2FUY3MDB0WA905910
45.	International 5500	Trucks	1142	1HTXLAHTX4J022746
46.	International F2674 SBA	Trucks	1023	1HTGLAAT62H504841
47.	International 9400	Trucks	1197	2HSFHB7R7PC064985
48.	Fertilizer body (smalleys) tagged 15,000	Trailers	15005	
49.	John Deer Bat Wing Mower - Seed Farm	Equipment	1098	
50.	Potato Hopper 25 Bbl	Equipment	1111	
51.	Betterbuilt Seed Piece Treater	Equipment	1204	
52.	Betterbuilt Seed Cutter 24" wide	Equipment	1235	375-6-4290
53.	Homemade Potato Trailer	Trailers	1241	N/A

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54.	Equipment trailer (Homemade) 16'	Trailers	1167	N/A
55.	Homade Grain Auger Trailer	Trailers	1179	P32301
56.	Dirt Eliminator 6' wide #1	Equipment	1224	
57.	Dirt Eliminator 6' wide #2	Equipment	1283	
58.	Dirt Eliminator 6' wide #3	Equipment	1305	
59.	Double Stinger #1	Equipment	1012	
60.	Double Stinger #2	Equipment	1057	
61.	Double Stinger #3	Equipment	1081	
62.	Double Stinger #4	Equipment	1265	
63.	Double Stinger #5	Equipment	1103	
64.	Dirt Eliminator 5' wide	Equipment	1071	
65.	Conveyor 30' x 30" #1	Equipment	1264	
66.	Conveyor 30' x 30" #2	Equipment	1300	
67.	Conveyor 30' x 30" #3	Equipment	1260	
68.	Conveyor 30' x 30" #4	Equipment	1049	
69.	Conveyor 30' x 30" #5	Equipment	1105	
70.	Conveyor 30' x 30" #6	Equipment	1210	
71.	Conveyor 30' x 30" #7	Equipment	1256	
72.	Conveyor 30' x 30" #8	Equipment	1117	
73.	Conveyor 30' x 30" #9	Equipment	1134	
74.	Conveyor 30' x 36" #1	Equipment	1284	
75.	Conveyor 30' x 36" #2	Equipment	1255	

76.	Conveyor 30' x 36" #3	Equipment	1163	
77.	Conveyor 30' x 36" #4	Equipment	1182	
78.	Conveyor 30' x 36" #5	Equipment	1242	
79.	Conveyor 30' x 36" #6	Equipment	1087	
80.	Conveyor 30' x 36" #7	Equipment	1151	
81.	Conveyor 30' x 36" #8	Equipment	1108	
82.	Conveyor 30' x 36" #9	Equipment	1056	
83.	Conveyor 30' x 36" #10	Equipment	1294	
84.	Conveyor 32' x 36" #1	Equipment	1238	
85.	Conveyor 32' x 36" #2	Equipment	1135	
86.	Conveyor 32' x 36" #3	Equipment	1107	
87.	Conveyor 32' x 36" #4	Equipment	1045	
88.	Telescopic Conveyor 60' x 36" #1	Equipment	1169	
89.	Telescopic Conveyor 60' x 36" #2	Equipment	1122	
90.	Telescopic Conveyor 60' x 36" #3	Equipment	1063	
91.	Conveyor 40' x 36"	Equipment	1316	
92.	Conveyor 20' x 30"	Equipment	1215	
93.	Conveyor 12' x 30" #1	Equipment	1145	
94.	Conveyor 12' x 30" #2	Equipment	1232	
95.	Conveyor 12' x 30" #3	Equipment	1080	
96.	Bin Piler 36" #2	Equipment	1076	
97.	Bin Piler 36" #3	Equipment	1171	

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98.	Sizer 77" #1	Equipment	1030	
99.	Sizer 77" #2	Equipment	1043	
100.	Sizer 77" #3	Equipment	1054	
101.	Sizer 77" #4	Equipment	1115	
102.	RCO Bin Piler 32" #1	Equipment	1164	
103.	RCO Bin Piler 32" #2	Equipment	1061	
104.	Seed Rack 48"	Equipment	1086	
105.	Telescopic Seed Conveyor 24"	Equipment	1279	
106.	Seed Conveyor 30"	Equipment	1196	
107.	RCO Grading Table 36"	Equipment	1189	
108.	RCO Conveyor 24" x 72"	Equipment	1275	
109.	RCO Rock Dinger 36"	Equipment	1143	
110.	RCO Sizer 72"	Equipment	1201	
111.	RCO Telescopic Bin Piler	Equipment	1317	
112.	RCO Double Stinger 48"	Equipment	1243	
113.	RCO Telescopic Conveyor 38' x 24"	Equipment	1246	
114.	Telescopic Bin Piler	Equipment	1228	
115.	RCO Conveyor 3' x 24"	Equipment	1074	
116.	RCO Conveyor 12' x 30"	Equipment	1078	
117.	24" x 26" - RCO conveyors	Equipment	15001	
118.	30" x 30" - RCO conveyors	Equipment	15002	
119.	24" x 26" - RCO conveyors	Equipment	15003	
120.	24" x 26" - RCO conveyors	Equipment	15004	

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121.	Seed Cutter	Equipment	1310	20142242
122.	Seed Treater Wet	Equipment	1005	2008353
123.	Seed Treater Dry	Equipment	1069	2015716
124.	Milestone Seed Piece Treater #1	Equipment	1175	
125.	Milestone Seed Piece Treater #2	Equipment	1011	
126.	Hartland Machine 3 Row Rock Picker # 1	Equipment	1066	
127.	Hartland Machine 3 Row Rock Picker # 2	Equipment	1258	
128.	6 Row Hartland Machine Front and Rear Mount Cultivators #1	Equipment	1287	
129.	6 Row Hartland Machine Front and Rear Mount Cultivators #2	Equipment	1273	
130.	6 Row Hartland Machine Front and Rear Mount Cultivators #3	Equipment	1102	
131.	6 Row Hartland Machine Front and Rear Mount Cultivators #4	Equipment	1127	
132.	6 Row Hartland Machine Front and Rear Mount Cultivators #5	Equipment	1170	
133.	6 Row Hartland Machine Front and Rear Mount Cultivators #6	Equipment	1161	
134.	6 Row Hartland Machine Front and Rear Mount Cultivators #7	Equipment	1193	
135.	6 Row Hartland Machine Front and Rear Mount Cultivators #8	Equipment	1245	
136.	6 Row Hartland Machine Front and Rear Mount Cultivators #9	Equipment	1065	

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137.	Seed Conveyor 24"	Equipment	1187	
138.	Hartland Machine Telescopic BinPiler	Equipment	1240	
139.	Hartland Machine Potato Hopper (25bbbl)	Equipment	1311	
140.	Hartland Machine Seed Conveyor 25' x 30"	Equipment	1153	
141.	John Deere Skid Steer	Equipment	1223	T00332B130025
142.	John Deere Skid Steer	Equipment	1029	1T0333DKJCD238560
143.	John Deer 320 Skid Steer (2640 Hr)	Equipment	1307	T00320A157236
144.	Valley Sales Rock Eliminator 60"	Equipment	1124	
145.	Valley Sales Rock Eliminator 48"	Equipment	1254	
146.	G25P Daewoo Forklift (5604 Hr)	Equipment	1064	D202210
147.	Loader Planter Filler # 1	Equipment	1194	
148.	International ProStar	Trucks	1166	3HSCUAPR7AN279930
149.	Blaisdell Stationary Planter Filler	Equipment	1096	
150.	Lieber Pay Loader	Equipment	N/A	VATZ1268LZB036436
151.	620 Quad	Tractors	1033	ZFF304588
152.	620 Quad	Tractors	1214	ZFF308291
153.	Mack CH613	Trucks	1130	1M1AA18Y82W146518
154.	Western Star	Trucks	1042	5KKXAF0048PZ89193

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155.	Freightliner Classic	Trucks	1047	1FUJF6AVX7DX67401
156.	Mack CH613	Trucks	1035	1M2AA18Y11W134169
157.	Mack CH613	Trucks	1298	1M2AA18Y8VW071545
158.	Freightliner Cascadia 125	Trucks	1220	1FUJGEDR0BLAW2548
159.	Kenworth Classic	Trucks	1301	1XKAD29X2WJ950517
160.	Freightliner FLC	Trucks	1037	2FUPYSYB2HV283902
161.	Wester Star 4900	Trucks	1028	2WKPDCJH8RK935790
162.	Freightliner FL80	Trucks	1302	1FVXJJBB2XHA22469
163.	White GMC WIA Areo	Trucks	1090	4V1WDBCH2SN690823
164.	#37 Western Star	Trucks	15007	2WKPDDXJ2XK959483
165.	Grain Cart	Equipment	1319	D57040160
166.	Woods Bat Wing Mower	Equipment	1244	1169173
167.	Toyota Fork Lift	Equipment	1195	
168.	Manac Trailer	Trailers	1212	2M5631347A1123174
169.	Ford LNT8000 Lime Loader	Equipment	1274	1FDZW82A0HVA59599
170.	Lockwood 2 Row Harvester	Equipment	1018	603052
171.	Lockwood 6 Row Windrower	Equipment	1034	C00974
172.	Lockwood Planter # 2	Equipment	1282	U4120
173.	Lockwood Planter # 4	Equipment	1088	C00939
174.	Lockwood Planter # 5	Equipment	1267	C00961
175.	MX120	Tractors	1116	JJA0093205
176.	Case Magnum 285	Tractors	1019	JAZ139925
177.	Case 766	Tractors	1099	2490191U01776

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178.	Case 966	Tractors	1190	
179.	Case 986	Tractors	1110	
180.	Great Plains Grain Drill # 1		1281	GP-YY2953
181.	Great Plains Grain Drill # 2		1006	GP-YY3072
182.	Packer Super Flex By Big Jim #2		1004	45208740R
183.	Case 290		1233	ZBRD04665
184.	Case Magnum 260		1199	ZCRD03230
185.	STEIGER 600		1097	ZBF126568
186.	Manac 94448		1070	2M594146921081165
187.	Trailex R443A		1114	2L9R443A4H1035125
188.	Trailex R443A		1132	2L9R443A2J1035002
189.	Trailex R443A		1270	2L9R443A4J1035003
190.	Trailex R443A		1027	2L9R443A0J1035001
191.	Utility VS2RA		1113	1UYVS25364M261518
192.	BWS Easy 2 Load Float Trailer		1216	2B955HG38H1001698
193.	International 9200 Conventional		1089	2HSCEAHR67C376686
194.	Lockwood 6 Row Windrower W11		1184	B00419
195.	14 Bottom Plow # 2		1149	130052
196.	2008 Ford Ranger	Truck	15009	1FTYR44U98PA69642
197.	Dodge Ram	Truck	150015	1D7HU18D34J232621
198.	Big Jim 36ft. Superflex packer, 5 section, 19 inch notched ductile wheels, highway light kit, mud scrapers Conveyor	Equipment	1174	43193036R

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199.	2000 MX220 Case 4 x 4 Tractor			2204C4JJA0114501
200.	1990 Fruehauf Semi-Trailer	Trailer	1280	1H2R04822LH012314
201.	2006 Trailer RGM TIY733	Trailer	141	N/A
202.	CAT 324D Excavator		1205	JJG01215
203.	ROAD GRADER - 1990 CHAMPION 730A		1146	730A17764220739
204.	2012 Lockwood 506P Planter #6			C00962
205.	1 Case IH Disc Harrow 18FT			CCF0006160
206.	Brillon 4 Row Roto Beater			157451
207.	2005 Snow Blower 9'			BO3108HD043
208.	2008 CASEIH MOWER DX25E			DBC013508
209.	Lockwood 2 Row Harvester 472AH		1257	U4061
210.	Lockwood 2 Row Harvester 472AR		1252	B00473
211.	Power Angle Snow Plow, Model 10-35 - CRAIG			
212.	1 44' High Capacity Bulk Trailer (Black with Black Tarp)			
213.	1 2008 Ianda Pressure Washer			
214.	Fox Brady 4 Row Roto Beater Model 1680			
215.	Hesson 10' Chisel Plow Model 2310			
216.	Mayrath 8" PTO Grain Auger- 48" Long on Wheels			

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217.	Skid Steer Fork Bucket			
218.	Skid Steer Rock Picker Bucket			
219.	45" Fork Tine Bucket			
220.	61" Fork Tine Bucket			455-1
221.	8' Power Angle Plow/Attachment for Skid Steer			
222.	Skid Steer Fork Bucket-Side Dump Cylinder Quick Attach			
223.	1 2002 Sub Soiler 4-tooth			
224.	1 Honda Engine (Fertilizer Body)			
225.	72" CASE MOWER DECK			
226.	(4) SCRAP DRY VAN TRAILERS USED FOR STORAGE			753-7328
227.	2005 INTERNATIONAL 4200 16FT BOX TRUCK			1HTMLAFM35H683932
228.	WESTFIELD MK100-61 GRAIN AUGER			
229.	Shulte land leveller			
230.	Brillon CC400 Chisel plow			
231.	12ft one way front snow plow			
232.	Skid steer sweeper attachment			
233.	53ft Storage trailer			No VIN
234.	forks for skid steer			
235.	7' Potato Bucket/Self Dumping			

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236.	Climax 1300KS mobile conveyor			N/A
237.	Utility VS3RA		1020	1UYVS35395G584001
238.	Western Star TR 4800		1015	2WLNMC PF9TK943610
239.	Case Magnum 340		1173	ZFRF02983
240.	Freightliner (Red Dump)		1249	1FUPYXYB5JP321135
241.	1 Yale electric Pallet Jack			
242.	22' x 8' Steel Flat Body with fertilizer tank			
243.	22'x 8'Steel Flat Body with fertilizer tank			
244.	48" ROOT RAKE (PIN ON) FOR EXCAVATOR			
245.	TORRENT EX18 HYDRAULIC MULCHER			
246.	flat bed with Fertilizer tank			
247.	Planter filler #2		N/A	N/A
248.	53' GOW Live Bottom Floors Insets, 30" self unloading conveyor continuous belt on floor chain system	Equipment	N/A	GOW-I14053A
249.	07 Ford F550 XL Superduty, diesel, crew cab, dual rear wheels c/w service body with inverter, air compressor & hose reels, ranger 225 welder and complete with assorted tools	Trucks	N/A	1FDAW56P57EA78335

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