

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

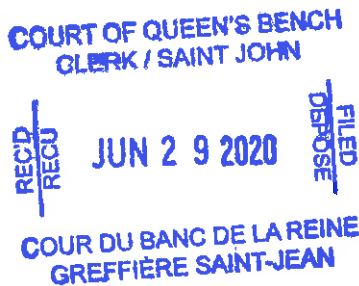
APPLICANTS,

- and -

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

RESPONDENTS

RECEIVERSHIP ORDER



THIS APPLICATION, made by the Applicants for an Order pursuant to Section 33 of the *Judicature Act*, R.S.N.B. 1973, Ch. J-2 (the "**Judicature Act**"), Rule 41 of the Rules of Court of New Brunswick (the "**Rules**") and Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") appointing Ernst & Young Inc. ("**EY**" or the "**Proposed Receiver**") as receiver and receiver manager (in such capacities, the "**Receiver**") without security, of all the Respondents' current and future assets, undertakings and properties and wherever situate including all proceeds thereof (the "**Property**") in relation to the business carried on by the Respondents except the assets set out in Schedule "A" collectively, (the "**Excluded Property**") attached hereto was heard this 26th day of June, 2020 at 10:00 a.m. in Saint John, New Brunswick.

ON READING the materials filed in this matter as contained in the Record on Application including the Report of the Proposed Receiver dated June 22, 2020 and the Supplemental Confidential Report of the Proposed Receiver dated June 22, 2020 and the appendices thereto, the various affidavits of service, on hearing the submissions of counsel for the Applicants, the Respondents and the parties set out in Schedule "B" attached hereto and on reading the consent of the Proposed Receiver to act as the Receiver;

IT IS ORDERED THAT:

SERVICE

1. The time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. Pursuant to section 33 of the *Judicature Act*, Rule 41 of the Rules and section 243(1) of the *BIA*, the Receiver is hereby appointed receiver and receiver manager, without security, of the Property.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - a. to take possession and control of the Property and any proceeds or receipts arising from the Property but, while the Receiver is in possession of any of the Property, the Receiver must preserve and protect it;
 - b. to change locks and security codes, relocate all or some of the Property to safeguard it, engage independent security personnel, take physical inventories and place insurance coverage;
 - c. to manage, operate, and carry on the business of the Respondents in relation to the Property, including the powers to enter into any agreements, incur and pay any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondents;
 - d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - e. to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents, or any part or parts thereof;
 - f. to receive and collect all monies and accounts now owed or hereafter owing to the Respondents in relation to the Property and to exercise all

remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;

- g. to settle, extend or compromise any indebtedness owing to the Respondents in relation to the Property;
- h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- i. to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondents;
- j. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- k. to make payment of any and all costs, expenses and other amounts that the Receiver determines, in its sole discretion, are necessary or advisable to preserve, protect or maintain the Property, including, without limitation taxes, municipal taxes, insurance premiums, repair and maintenance costs, costs or charges related to security, management fees, and any costs and disbursements incurred by any manager appointed by the Receiver;
- l. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- m. to sell, convey, transfer, lease or assign the Property or any part or parts

thereof out of the ordinary course of business as may be provided in an Order of this Court or,

- i. without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and
- ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under section 59 of the *Personal Property Security Act* (New Brunswick) or pursuant to section 44 of the *Property Act* (New Brunswick) shall not be required.

- n. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- o. to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- p. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- q. to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- r. to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent including, without limiting the generality of

the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;

- s. to exercise any shareholder, partnership, joint venture or other rights which the Respondent may have; and
- t. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondent, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. The Respondents, all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents in relation to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to their right to seek a variation of this order, provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the

Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall, subject to their right to seek a variation of this Order, forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

8. No Proceeding against or in respect to the Property shall be commenced or continued and any and all Proceedings currently under way against or in

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respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court except:

- a. with the written consent of the Receiver or with leave of this Court; and
- b. any action against any of the Excluded Property by any party having an interest in the Excluded Property including but not limited to VEL National Lease, Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation), CWB National Leasing Inc., Valley Equipment Limited, De Lage Landen Financial Services Canada Inc., Liebherr Canada Ltd., GE Canada Equipment Financing G.P and John Deere Financial Inc. as holders of purchase money security interests or parties to financing arrangements in respect of Excluded Property as well as the parties listed in Schedule "A" hereto as a party having an interest in and to Excluded Property ("**Excluded Property Enforcement**").

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any individual, firm, corporation, governmental body or agency or any other entity against, the Receiver, or affecting the Property, other than an Excluded Property Enforcement, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien and the related filing of an action to preserve

the right of a lien holder provided that the Respondents or the Receiver shall not be required to file a defence to same as the further prosecution of any such claim is stayed except with the written consent of the Receiver, or leave of this Court. All rights and remedies of any Person pursuant to any arrangement or agreement to which any of the Respondents are a party for the lease or other rental of personal property of any nature or kind forming part of the Property are hereby restrained except with consent of the Receiver in writing or leave of this Court. The Receiver is authorized to return any Property which is subject to a lease from a third party to such Person on such terms and conditions as the Receiver considers appropriate and upon the Receiver being satisfied as to the interest of such Person in the applicable Property.

PERSONAL PROPERTY LESSORS

10. All rights and remedies of any Person pursuant to any arrangement or agreement forming part of the Property, is a party for the lease or other rental of personal property of any nature or kind, are hereby restrained except with consent of the Receiver in writing or leave of this Court. The Receiver is authorized to return any Property which is subject to a lease from a third party to such Person on such terms and conditions as the Receiver, acting reasonably, considers appropriate and upon the Receiver being satisfied as to the interest of such Person in the applicable Property. The return of any item by the Receiver to a Person is without prejudice to the rights or claims of any other Person to the property returned or to an interest therein.

NO INTERFERENCE WITH THE RECEIVER

11. Subject to Section 15 of this Order related to the Respondents' employees, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Respondents in relation to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with any of the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Respondents, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services in relation to the potato and grain farming, packing and seed business of the Respondents (the "**Business**") as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names associated with the Business, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents respectively or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.
13. The Receiver, in its sole discretion, may (but shall not be obligated to) establish accounts or payment on delivery arrangements with suppliers in its name on behalf of a Respondent for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent, or any of them, if the Receiver determines that the opening of such accounts is appropriate. No creditor of the Respondents shall be under any obligation as a result this Order to advance or re-advance any monies or otherwise extend any credit to any of the Respondents.

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RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payment received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. All employees of the Respondents shall remain the employees of the Respondents until such time as the Receiver, on the Respondents' behalf, may terminate the employment of such employees who are employed in conjunction with the Business or they resign in accordance with their employment contracts. The Receiver shall not be liable as a result of this Order for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.
16. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or

required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale") as permitted at law. Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. A prospective purchaser or bidder requesting the disclosure of personal information shall execute such documents to confirm the agreement of such Person to maintain the confidentiality of such information on terms acceptable to the Receiver. The purchaser of any Property shall be entitled to continue to use the personal information provided to it related to the Property purchased in a manner which is in all material respects identical to the permitted prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. Nothing herein contained shall require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management (separately and/or collectively, "Possession") of any of the Property or any part thereof, that may be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, *Canadian Environmental Protection Act, 1999* (Canada), the *Clean Water Act* (New Brunswick), the *Clean Environment Act* (New Brunswick), the *Clean Air Act* (New Brunswick), and *Unsanitary Premises Act* (New Brunswick) (collectively, the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

LIMITATION ON LIABILITY

18. EY including, without limitation, any director, officer or employee of the Receiver, shall incur no liability or obligation as a result of its appointment as the Receiver or the carrying out the provisions of this Order, or in the case of any party acting as a director, officer or employee of the Receiver so long as acting in such capacity, save and except for any gross negligence, breach of contract or actionable misconduct on the part of such party, or in respect of the Receiver's obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge to a maximum of \$100,000.00 (the "**Administrative Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and the Administrative Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
20. Unless otherwise ordered by the Court, the Receiver and its legal counsel shall pass their respective accounts from time to time and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Court of Queen's Bench in New Brunswick in accordance with the Rules.
21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees, expenses and disbursements, including legal fees and

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disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved in accordance with the preceding paragraph hereof.

RECEIVER'S INDEMNITY CHARGE

22. The Receiver shall be entitled to and is hereby granted a charge (the "**Receiver's Indemnity Charge**") upon all of the Property as security for all of the obligations incurred by the Receiver including obligations arising from or incident to the performance of its duties and functions under this Order including the management, operation and carrying on of all or part of the business of any of the Respondents, the BIA or otherwise, saving only liability arising from negligence or actionable misconduct of the Receiver.
23. The Receiver's Indemnity Charge shall form a second charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate in priority to the Administrative Charge.

ALLOCATION OF COSTS

24. The Receiver shall file with the Court for its approval a report setting out the costs, fees, expenses and liability of the Receiver giving rise to the Administrative Charge, the Receiver's Indemnity Charge and the Receiver's ~~Borrowings Charge (as defined below)~~ and, unless the Court orders otherwise, all such costs, fees, expenses and liability shall be paid in the following manner:
 - a. Firstly, applying the costs incurred in the receivership proceedings specifically attributable to an individual asset or group of assets against the realizations from such asset or group of assets;
 - b. Secondly, applying the costs pro rata against all of the assets based on

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the net realization from such asset or group of assets; and

- c. Thirdly, applying non-specific costs incurred in the receivership proceedings *pro rata* against all of the assets based on the net realization from each asset or group of assets.

BANKRUPTCY

- 25. The Receiver is authorized to make an assignment in bankruptcy, in accordance with the *BIA* in the name of and on behalf of the Respondents.
- 26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy to the Respondents.

INTERIM MANAGEMENT AGREEMENT

- 27. The Receiver is hereby empowered and authorized, but not obligated, to adopt any existing agreement between the Respondents and McCain Foods Limited (“MFL”) related to the assets and operations of Hillspring Farms Ltd. (the “Hillspring Management Property”) used in the Business (the “Hillspring Management Agreement”) on such terms as the Receiver considers appropriate in order to carry out the terms of this Order for the purpose of ensuring the continued operation of the Business until the closing of the transaction approved by this Court in an order issued concurrently with this Order.
- 28. If the Receiver adopts the Hillspring Management Agreement, the Receiver shall:
 - a. not be in possession or control as contemplated by section 3 (a) of this Order of the Hillspring Management Property which shall remain under the management of MFL; and
 - b. not have any liability under the Hillspring Management Agreement of any nature or kind or to MFL.

GENERAL

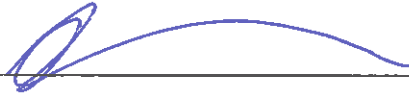
29. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
30. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States is hereby requested to 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act in a representative capacity in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. Any interested party may apply to this Court to vary or amend this Order upon such notice required under the *Rules of the Court*, if any, or on such notice as this Court may order.
33. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial application may apply to this Court to vary or amend this Order within five (5) days of such Person being served with a copy of this Order.
34. In addition to the reports to be filed by the Receiver under the BIA or New Brunswick Business Corporations Act, on the application to the Court of any secured creditor, the Receiver shall file a report of its activities with the Court and the Receiver shall file a report on or before 30 days from the completion

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of the transaction with McCain Farms, a division of McCain Produce Inc., approved by Order of the Court concurrently with the issuance of this Order and a further report on or before December 15, 2020.

35. The Receiver shall not be discharged without notice to such secured creditors and other parties as the Court directs.

Dated at Saint John, New Brunswick, this 29th 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"

EXCLUDED PROPERTY

Any real or personal property referenced in this Schedule "A" is Excluded Property and does not form a part of the Property subject to the within Receivership Order.

1. Bank Accounts

Any interest of any nature or kind in and to the following bank accounts:

- a. HSF Foods Inc.'s Bank of Montreal bank account bearing account number XXXX-XXXX-326.
- b. Bank of Nova Scotia bank account bearing account number XXXXX 15 (the "Purchaser Bank Account"), created on Hillspring's behalf following execution of the Management Agreement.

2. Management Assets

- c. Pursuant to the Purchaser's general authority under Section 4.1 of the Management Agreement, the Purchaser has purchased certain assets to be used in the business of the Companies. Such assets are Excluded Property for the purpose of any charge granted in these proceedings.
- d. Assets purchased for use in the Flakes Operation on or after March 31, 2020, being the effective date of the Management Agreement between OPC Canada, Inc. and HSF Foods Ltd., and all product and revenue produced by the Flakes Operation on or after that date.

3. Purchase Money Security Interests and Other Financings

All leases and financing agreements in equipment or other personal property ("**Leased Property**") under lease or a financing arrangement set out in Schedule 2.1(i)(a) – Assumed Contracts to the Sale Agreement, a copy of which is attached to the Report of the Proposed Receiver (collectively, a "**Lease Agreement**") with CNH Industrial Capital Canada Ltd., the Bank of Nova Scotia and Caterpillar Financial Services Limited are

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Excluded Property for the purpose of any charge granted in these proceedings.

Any residual, equitable or secured interest of any party other than CNH Industrial Capital Canada Ltd., the Bank of Nova Scotia and Caterpillar Financial Services Limited, as counterparties to the applicable Lease Agreement in and to Leased Property, is not Excluded Property and shall be extinguished on the completion of the Transaction (as described in the Receiver's report) in the within proceedings.

The following lease or financing agreements together with the underlying personal property subject to such leases or financing arrangements are Excluded Property:

- a. Lease Agreement dated September 30, 2019 between VEL National Lease and Hillspring Farms in respect of the lease of (i) two Trailers having serial numbers: 2L9R443A8L1035167 and 2L9R443AXL1035168 and (ii) four Utility Vans having serial numbers 1UYVS3536BM068501, 1UYVS3532CM306703, 1UYVS253X7M254401 and 1UYVS35309U599106;
- b. Lease Agreement dated August 30, 2019 between Daimler Truck Financial (a business unit of Mercedes-Benz Financial Services Canada Corporation) and Hillspring Farms Ltd. in respect of the lease of five trucks having serial numbers 5KJJABDR5LPKY5086, 5KJJABDR9LPKY9190, 5KJJABDR2LPKY9189, 5KJJABDR8LPKY9195 and 5KJJABDRXLPLX4605;
- c. Equipment lease dated October 17, 2019 between Hillspring Farms Ltd. and CWB National Leasing Inc. in respect of 70 Motorola XPR-5350E VHF Mobile Radios and 30 VHF Hi-gain Antenna Systems;
- d. Lease agreement dated June 11, 2019 between Hillspring Farms Ltd. and Valley Equipment Limited in respect of a 2018 Ram 2500 Longhorn Pickup Truck having serial number 3C6UR5GL3JG114826;
- e. Contract dated August 30, 2018 between the Bank of Nova Scotia, Hillspring Farms Ltd. and Jeremy in respect of a 2019 Ram 1500 Truck with serial number 1C6SRFLT4KN579336 with Scotiabank.
- f. Agreement between HSF Foods Ltd. and De Lage Landen Financial Services Canada Inc. in respect of certain TEK Office furniture as

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evidenced by Personal Property Act Security registration number 31214133;

- g. Agreement between Hillspring Farms Ltd. and De Lage Landen Financial Services Canada Inc. in respect of a 2014 Hyundai having serial number HHKHHT06CE0000225 evidenced Personal Property Act Security registration number 25264698;
- h. Lease dated May 2, 2019 between Hillspring Farms Ltd. and VEL National Lease in respect of a 2019 Ford F250 having serial number 1FT7W2BT2KEC71826;
- i. Contract between the Bank of Nova Scotia, Hillspring Farms Ltd. and Jeremy in respect of a 2018 Dodge Demon having serial number 2C3CDZH99JH103136;
- j. Contract between Hillspring Farms Ltd. and Liebherr Canada Ltd. in respect of a 2016 Liebherr L580 IND One Wheel Loader having serial number 0409431170;
- k. Contract between Hillspring Farms Ltd. and Liebherr Canada Ltd. in respect of a 2016 Liebherr L566 Wheeled Loader having serial number 0410001168;
- l. Contract between Hillspring Farms Ltd. and Liebherr Canada Ltd. in respect of a 2013 Liebherr L566 IND Wheeled Loader having serial number 0333011168;
- m. Contract between HSF Foods Ltd. and GE Canada Equipment Financing G.P. in respect of a 2006 30RXL Morbank Chiparvestor having serial number 2039;
- n. Contract between HSF Foods Ltd. and in respect of a John Deere 333EXT Compact Track Loader having serial number 1T0333EMVGE294274;
- o. Financing arrangement dated September 16, 2018 between HSF Foods Ltd. and the Bank of Nova Scotia in respect of a 2015 Dodge Ram Model 1500 having serial number 1C6RR7LM0FS737580; and
- p. Financing arrangement between HSF Foods Ltd. and the Bank of Nova Scotia in respect of a 2019 Ford F250 S/D having serial number

1FT7W2BTOKED32865 as evidenced by PPSA Registration number 31803596.

4. Other

The interest of Bank of Montreal, if any, in account(s) receivable from Kellogg Company, a Delaware corporation related to the registration under the PPSA having #: 30854186 and dated July 5, 2018 with an expiry of July 5, 2023.

5. CIBC Specific Assets

Any interest of any nature or kind in and to the following:

- a. the receivables of the Respondents, including Pre-Count Receivables, but excluding Inventory Receivables and Cash, as such terms are defined in the Sale Agreement.
- b. any interest of the Respondents in certain antique vehicles shown in the books and records of 631544 NB Ltd.; and
- c. wood inventory and other personal property of HSF in which CIBC has a security interest in priority to FCC and which are:
 - i. not personal property forming part of assets being sold as part of the Transaction (as described in the Receiver's report); and
 - ii. not personal property previously assigned to Oregon Potato Company.

6. OPC Flake Assets

The real and personal property listed below that OREGON POTATO COMPANY holds security in by virtue of certain assignments from:

- A. FCC - (Listed below)
- B. CIBC - (Listed below)

A. FCC

Real Property

- 1. PID 10284172, including all fixtures attached thereto - Office owned by HSF

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2. PID 10284206, including all fixtures attached thereto – Plant owned by HSF

Personal Property

<u>Line #2</u> Peeler# 24628...Idaho Steel 1. Kiremco Brusher 2. Large Even Flow 3. Slicer 4. Cornell Pump Tank 5. Dewatering Screen 6. Small Even Flow 7. Blancher Idaho Steel 8. Cooler 9. Vertical Auger 10. Dewatering Screen 11. Small Even Flow 12. Cooker 13. Ricer Auger 14. Mash Inline Auger 15. Mash Box 16. 3 Drums (1 of the 5x16 Idaho Steel drum & 2 of the Overton Drums, 5x16)	<u>Turbine Hall</u> 1. 2 of the Ewing Control Panels 2. 1 Turbine s/n T-5601 Back Pressure 3. 1 Condensing Turbine s/n T-5328 4. 1- Large Condenser s/n 93Y10679-01A 5. 2 Large Worthington Cooling Pumps s/n B0941002-2 & s/n B0941002-1 6. 2 Water Softener Systems 7. 2 Cooling Towers... s/n NC9232GM(149609-002-99) & s/n NC9232GM(14960609-001-99)
<u>Dryroom Equipment</u> 1. Cat Forklift s/n E285851605 2. Nissan Forklift s/n CT1B2-980997 3. Nissan Forklift s/n CWP02-960815 4. Zoom Boom s/n 0300116975 2007 Chiller, Carrier, 3400F2680 3400F26809 1998 Steam Peeler, Kiremco, 9555-97-2 PESL-1000	<u>Dryroom Equipment</u> 2007 Electronic Scale on stand, Champ Scale 2002/2003 Sewing Machine on stand, Newlong, LR113608 NP-7ALR113608 1990 Bag Line Conveyor, Doboy, KGL 856748 1990 Bagging Machine, Doboy, PT24SPE2.854982 2006 Manual Pallet Stacker/Wrapper, Highlight, Synergy III C390-010-0161

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1998 Brusher, Kiremco, 97-1076-AA 1998 Polisher/Washer, Kiremco, 9590-97 WAD-1030 2008 Vertical Elevator, Idaho Steel 1998 Large Evenflow, Idaho Steel 2008 Slicer with Wash tank, Idaho Steel 1998 Pump Tank, Cornell 1998 Blancher, Idaho Steel 1998 Cooler, Idaho Steel 2008 Pump to Cooler, Cornell 1998 Cooker with additives mixing drums Idaho Steel 2008 Transfer Auger, Idaho Steel 1998 2 large Drums, Idaho Steel 1998 3 small American Drum Company, Overton Machine Company 60SP 1998 6038/6686 Transfer Augers, Idaho Steel 2006 Product Blower, Delta 1998 Bag Hoses, Idaho Steel 2005 Wind Sifter, Idaho Steel 2005 Hammer Mill, Pulva, Size C Type FS 121 2005 Product Blower, DMN, PTD 80 50897 2005 Hopper Tanks, Idaho Steel 2007 Grinder, Idaho Steel 2008 Weigh System Prior to Silos, Omnitech 2005 50No. Bagging System, Schlosser, K0401002 2005 Weigher/Bagger, Greif-Velox, 830-SDD-4M- EM 10-040364-001 2005 Bag Sealer, Farbo Seigling Ltd., M685770 011-C01080213 2005 Crimper, Schlosser	2007/04 Dust Removal System UAS, SFC24-3 60060914 2007 2 X 2 Pressure Blowers NYB, P0925120 1708 Steel 2007 Dry Room Racking 5 lengths X 3 high 2007 Security System 4 cameras w/CD 2007 Pressure Washer, Landu, VLP8-3000F 155525 1997 Bunker "C" Boiler, Cleaver-Brooks, CB600-800 S-87629 1997 Standby Gen Set 350 KW/435 KVA, Onan, 350.ODFN-9XF/2963AC G86013-30496 1998 80 HP Air Compressor, Curtis, R/S50T sn No.6574 1998 Air Dryer, Airtek, SC220 SNNNo. 977592H 1969 Separator, Wesffalia, SDA360L 1635211 2008 Chemical Pump, Ecolab, P2 2-2008 Telescopic Conveyors, Rc0 28' X 24" & 60'X 36" 2007 Telescopic/Hydraulic Bin Piler, Rc0 2007 Hopper Happy Roller 2008 Elevator Conveyor, Rc0 2000 5,000 bbls Hopper, Smalleys 2008 Barrel Washer, Rc0 2008 Rocks/Destoner, Idaho Steel
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Other

Item Type	Manufacturer	Serial Number
SDB3BCS Scotch Dry Back – Steam B23M19B2 : B20	Cleaver Brooks	87620
Dearator	O'Connor Tank Ltd.	DG7854
Dearator	O'Connor Tank Ltd.	DG7854
DEA8AC Dearator	Cleaver Brooks	DG7854
DEA8AC Dearator	Cleaver Brooks	DG7854
BDT8AC Blow Down Tank over 42	O'Connor Tank Ltd.	7-1095
PVS8AI Pressure Vessel over 42	Harris Thermal	26127
EXC7AI Exchanger up to 42	SA Armstrong	449456
AWT2BIS A Type Water Tube-Steam	Keeler Dorr-Oliver	17210
AWT2BIS A Type Water Tube-Steam	Keeler Dorr-Oliver	17210
AWT2BIS A Type Water Tube-Steam	E Keeler Co. Ltd.	124271
AWT2BIS A Type Water Tube-Steam	E Keeler Co. Ltd.	124271
ATK6AI Air Tank Mounted	Steel Fab	510689
ARC7AI Air Receiver in System	Silvan Industries	142337
ARC7AI Air Receiver in System	Silvan Ind.	10222
ATK6AC Air Tank Mounted	Brunner Eng.	3244
Air Tank Mounted	Manchester	18903
PVS7AI Pressure Vessel up to 42	Flo Lab Inc.	APF-3357
ARC7AI Air Receiver In System	Lagrange Products	42050
ARC7AI Air Receiver In System	Steel Fab	SO-17724
ARC7AI Air Receiver In System	Manchester	302432.CRN
Pressure Vessel up to 42	Watson McDaniel	90805
PVS8AI Pressure Vessel Over 42	Beloit Corporation	F3178-1

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PVS8AI Pressure Vessel Over 42	Beloit Corporation	B7415-1
Pressure Vessel Over 42	Samyard Co. Ltd.	SYU-96
Pressure Vessel Over 42	Samyard Co. Ltd.	SYU-96
PVS8AI Pressure Vessel Over 42	GL&V	Nil
Pressure Vessel Over 42	Idho Steel	67
PVS8EI Pressure Vessel Over 42	Idaho Steel Products	24628
PVS8EI Pressure Vessel Over 42	Odenberg Inc.	96071
PVS8EI Pressure Vessel Over 42	CH Murphy/ Clark-Ullman	1926
AWT2BIS A Type Water Tube-Steam	Tampella Keeler	17389
AWT2BIS A Type Water Tube-Steam	Tampella Keeler	17389
CFH8AI Closed Feed Heater	Allied Steel Prod.	W6280
ATK7AP Pressure Vessel Over 42	Steel Fabrication	5492880
BDT7AP Blowdown Tank Up To 42	Cemline Co.	69703
BDT7AP Blowdown Tank Up To 42	Cemline Co.	69703
SDB3BIH Scotch Dry Back Hot-Water	Cleaver Brooks of Canada	S088095
SDB3BIH Scotch Dry Back Hot-Water	Cleaver Brooks of Canada	S088095
EXC7AI Exchanger Up to 42	ITT	987254-01
EXC7AI Exchanger Up to 42	ITT	987254-01
EXC8AI Exchanger Over 42	ITT	93Y10679-01A
PVS8AP Pressure Vessel Over 42	Colton Industries	979774
PVS8AP Pressure Vessel Over 42	Colton Industries	979777
PVS7AI Pressure Vessel Up to 42	StoysTown Tank & Steel Co19	58344
ATK6AP Air Tank Mounted	Buckeye Boiler Company	2848A
ATK6AI Air Tank Mounted	Steel Fab	569407
ATK6AI Air Tank Mounted	Steel Fab	569407

ASSETS - WOOD CHIP OPERATION			
Item No.	Item	Item Category	Serial Number
1.	INTENTIONALLY LEFT BLANK		
2.	2016 Leibherr 538 Loader c/w Craig High tip chip bucket	Equipment	VATZ1268EZB038941
3.	INTENTIONALLY LEFT BLANK		
4.	Radar hydraulic Bin Dumper	Equipment	
5.	02 Leibherr rubber tired excavator with pulp loader	Equipment	710-13531
6.	Wood chip processor including feed hopper, 6ft x 40ft feed conveyor, Shaker table with fine particle screener, Hog Hammer, drop feed rechipper, 30" x 50ft conveyor	Equipment	
ASSETS - FABRICATION SHOP			
Item No.	Item	Item Category	Serial Number
1	15K Free standing Crane with 2k electric motor chainfalls	Equipment	
2	Hangchett metal lathe / Sharpener	Equipment	
3	IPC High Temp baking oven	Equipment	
4	Industrial drill press	Equipment	
5	Industrial drill press (inoperable)	Equipment	
6	Industrial Plasma cutting table	Equipment	
7	Industrial upright grinder (dual)	Equipment	
8	Industrial drill press	Equipment	

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9	Industrial drill press (inoperable)	Equipment	
10	Industrial milling machine	Equipment	
11	Industrial metal lathe - 12ft bed	Equipment	
12	Industrial metal lathe - 10ft bed	Equipment	
13	ALLSTEEL 300 Ton metal press / brake with dies	Equipment	
14	Metal bender	Equipment	
15	Portable sandblaster	Equipment	
16	Pearson metal sheer	Equipment	
17	Metal roller	Equipment	
18	Metal roller	Equipment	
19	Portable plasma cutter	Equipment	
20	Lincoln Mig / Tig wire feed welder	Equipment	
21	12ft Roller table	Equipment	
22	Vertical metal bandsaw	Equipment	
23	Horizontal metal bandsaw	Equipment	
24	Easy Kleen high pressure washer	Equipment	
25	INTENTIONALLY LEFT BLANK		
26	Clark rough terrain forklift, 2 stage mast, 48" tines, 10k hours	Equipment	
27	INTENTIONALLY LEFT BLANK		
28	02 Ford F550 diesel 20ft box truck. Rear is outfitted with shelves and power supply	Equipment	1FDAF56F32EB35311
29	Air compressor 500 gal	Equipment	
30	Parts room - Assorted nuts, bolts, threaded rods, washers	Equipment	
31	wooden cabinets - complete with various tools	Equipment	
32	15 drawer tool cabinet full of tools	Equipment	

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33	3 section, 9 drawer parts cabinet completely full of tools, etc	Equipment	
34	Metal table complete with Taps, dies', broaches, etc	Equipment	
35	3 work tables c/w grinders, hose reels, drill bits, drill press, grinder wheel, and related tools	Equipment	
36	small roller table	Equipment	
37	Raw Material / Various racks full of steel	Equipment	
38	Table complete with various metal bits, drills, assorted tools to operate metal lathe	Equipment	
39	Qty of large electric motors (approx 6)	Equipment	
40	Transmission jack	Equipment	
41	large qty of chains, straps, clevises, binders, ratchets, etc	Equipment	
42	mobile parts cart	Equipment	
43	mobile parts cart	Equipment	
44	mobile parts cart	Equipment	
45	Parts washer	Equipment	
46	metal work table c/w vice	Equipment	
1.	D6 Bulldozer		
2.	1995 Freightliner Classic 120 TRUCK #3		2FUPDXYB4SA736196
3.	2001 Western Star 4964EX TRUCK #7		2WKEDD3J61K970748
4.	2012 Marac Chip Trailer 31453C330		2M5341613C1130241
5.	2000 Freightliner		1FUJDWEB1YLG61045
6.	2003 Freightliner Classic		1FUJAPAV23LK51604
7.	2006 Freightliner		1FUJF6CK66DV51031
8.	Easy Hauler (Utility)		2SPUFBSB10FN052669
9.	1999 Freightliner		1FUYTEDBXXHA20699
10.	1974 Heil Trailer (Water)		926712

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11.	2013 Manac Chip Trailer	2M5341613D1135862
12.	2013 Manac Chip Trailer	2M5341615D1135863
13.	2012 BWS 27' end Dump Trailer	2B927DT23C1001460
14.	1982 Fruehauf Trailer	2H8B04635CR130901
15.	1987 Fruehauf Trailer	2H8B04831HR031805
16.	2016 Big Tex Trailer	16VGX2029G6039916
17.	One (1) Used 2002 Liebherr A904 Hydraulic Rubber Tired Log Loader complete with all attachments and accessories	710-13531
18.	CLARK 5000LB FORKLIFT	Y1015-338-4805

B. CIBC

Real Property

None.

Personal Property

The following related to the operation by HSF Foods Inc. of its potato flake manufacturing operation, to the extent all or any portion of such items are not located on any of the Real Property, as such term is defined in the Sale Agreement:

- a. Flakes inventory
- b. Packaging inventory
- c. Ingredient inventory
- d. Boiler chemical inventory
- e. Clean up chemicals inventory
- f. Fuel inventory

7. Excluded Real Property Leases

A. The following Real Property leases evidenced by the following written lease agreements:

1. Lease dated January 4, 2018 between Hillspring Farms Ltd. and Bonnefield Canadian Farmland Evergreen LP in respect of approximately 522 acres on parcel identifier numbers 35097997, 35098995, 35100858, 35103795, 35104314, 35110451, 35217116, 35305127, 35305135 and 35305523;

2. Lease dated May 13, 2016 between MWC Farms Ltd. and Bonnefield Canadian Farmland LP III, as renewed by a lease renewal and amending agreement dated March 3, 2017, as amended by a farmland lease amending agreement dated March 2019, and as assigned to Hillspring Farms Ltd. by an assignment and consent to assignment agreement dated August 2019 in respect of approximately 1,656.25 acres on parcel identifier numbers 65068728, 65069031, 65151003, 65068496, 65144701, 65036832, 65099046, 65036857, 65068876, 65135774, 65068900, 65223802, 65076663, 65135790, 65036576, 65098519, 65098527, 65036709, 65098717, 65149783 and 65099053;
3. Lease dated August 2019 between Hillspring Farms Ltd. and Bonnefield Canadian Farmland LP III in respect of approximately 1,142 acres on parcel identifier numbers 35101047, 35102169, 35103381, 35103944, 35317023, 35353085, 35217231, 35353093, 35357730, 35357847, 35357920, 35357920, 35214014;
4. Lease dated August 2019 between Hillspring Farms Ltd. and Bonnefield Canadian Farmland LP IV in respect of approximately 857 acres on PIDs 35302496, 35217272, 35296110, 35301167, 35360205, 35359835, 35360304, 35360247, 35187616, 35107119, 35107135, 35310994;
5. Farmland lease dated July 25, 2017, between Bonnefield Canadian Farmland Evergreen LP and MWC Farms Ltd.; Farmland Lease Amending Agreement dated March 2019 between Bonnefield Canadian Farmland Evergreen LP and MWC Farms Ltd.; and Assignment and Consent to Assignment Agreement dated August 2019 among Bonnefield Canadian Farmland Evergreen LP, MWC Farms Ltd., and Hillspring Farms Ltd. with respect to PIDs 65132912, 65068827, 65069049, 65176968, 65068736, 65074452, 65135766, 65068835, 65147100, 65074437; and
6. Lease and sublease agreement dated May 17, 2017 between Hillspring Farms Ltd., Andre Daigle Farms Inc. and River Valley Potatoes Inc. in respect of approximately 125 acres on parcel identifier numbers 35099076, 35311679, 35099274, 35099258, 35212901, 35212919, 35229392, 35229400.

B. The following Real property leases not evidenced by a written lease agreement:

1. Lease between Hillspring Farms Ltd. and H.J. Crabbe & Sons Ltd. in respect of parcel identifier numbers 10094241, 10162121 and 65039059;
2. Lease between Hillspring Farms Ltd., Kevin Ealey and Michael Campbell in respect of approximately 38 acres on parcel identifier numbers 10130920 and 10010643;
3. Lease between Hillspring Farms Ltd., David Crain and Wavel Crain on parcel identifier numbers 10092732, 10095198, 10091551 and 10091619;

4. Lease between Hillspring Farms Ltd. and Sullivan Farms (1992) Ltd. in respect of approximately 38 acres on parcel identifier number 10263507;
5. Lease between Hillspring Farms Ltd., Judith McIssac, Murray McIssac, Brent Pearson and Kim Pearson in respect of approximately 109.5 acres on parcel identifier numbers 10223535, 10030567 and 10007524;
6. Lease between Hillspring Farms Ltd. and East Glassville Holdings Ltd. in respect of approximately 181.87 acres on parcel identifier numbers 10265312, 10000107, 10232213, 10002863 and 10000115;
7. Lease between Hillspring Farms Ltd., 691221 NB Inc., Anthony Albert and Virginia Albert in respect of approximately 28 acres on parcel identifier numbers 65058034 and 65056145;
8. Lease between Hillspring Farms Ltd., 691221 NB Inc., Andy Miller, Sarah Miller, Harold Turner, John Turner, Donna Lee Turner, Carlene Flowers and Robert Flowers in respect of approximately 201 acres on parcel identifier numbers 65054611, 65054637, 65057697, 65117848, 65052995, 65056624, 65054645, 65117814, 65117806, 65117822 and 65055147;
9. Lease between Hillspring Farms Ltd., Roy Swazey, Edna Scott and Robert Scott in respect of approximately 59.6 acres on parcel identifier numbers 65084543, 65116907 and 65084527;
10. Lease between Hillspring Farms Ltd. and Four Falls Holdings Inc. in respect of approximately 17.5 acres on parcel identifier numbers 65084386 and 65201311;
11. Lease between Hillspring Farms Ltd. and Frank Browne Farms Inc. in respect of approximately 52.1 acres on parcel identifier numbers 65084428 and 65084824;
12. Lease between Hillspring Farms Ltd., Carolyn Van Gaal and Joseph Van Gaal in respect of approximately 21 acres on parcel identifier number 65089880;
13. Lease between Hillspring Farms Ltd. and Hanscome Farms Ltd. in respect of approximately 396.4 acres on parcel identifier numbers 65179699, 65085045, 65084998, 65085003, 65087397, 65089187, 65115438, 65085078, 65089161, 65089401, 65087561 and 65115313;
14. Lease between Hillspring Farms Ltd. and 691221 NB Inc. in respect of approximately 29 acres on parcel identifier numbers 65057887 and 65052904;
15. Lease between Hillspring Farms Ltd., Greta Butler, Cindy Clark, Donald Giberson, Rodney Brayall and Jonathan Walker in respect of approximately 32 acres on parcel identifier numbers 65084808, 65173114 and 65217176;

16. Lease between Hillspring Farms Ltd. and Island Holdings Ltd. in respect of approximately 53.44 acres on parcel identifier numbers 35273390 and 35273416;
17. Lease between Hillspring Farms Ltd. and Grand Falls Milling Co., Limited in respect of parcel identifier number 35357946;
18. Lease between Hillspring Farms Ltd. and KG Properties Ltd. in respect of approximately 20 acres on parcel identifier numbers 65132938 and 65132904;
19. Lease between Hillspring Farms Ltd. and H E Forestry Ltd. in respect of approximately 8.5 acres on parcel identifier number 65076762;
20. Lease between Hillspring Farms Ltd. and Donald Adams in respect of approximately 32.5 acres on parcel identifier number 65069072;
21. Lease between Hillspring Farms Ltd. and Sharon Dixon in respect of approximately 104 acres on parcel identifier numbers 65069015 and 65132854;
22. Lease between Hillspring Farms Ltd. and Andrew Parker in respect of approximately 46 acres on parcel identifier number 65036782;
23. Lease between Hillspring Farms Ltd. and Gestion Paul Levesque Ltee in respect of parcel identifier numbers 35099407 and 35102326;
24. Lease between Hillspring Farms Ltd. and Lucien Marquis in respect of parcel identifier number 35100197;
25. Lease between Hillspring Farms Ltd. and Marcel Lebonte in respect of approximately 7.6 acres on parcel identifier number 35317080;
26. Lease between Hillspring Farms Ltd., Richard Labonte and Yvette Labonte in respect of approximately 67.9 acres on parcel identifier numbers 35100445, 35100007, 35213131, 35212885 and 35100015;
27. Lease between Hillspring and McLaughlin Soil Management Facility Ltd. in respect of approximately 35.7 acres on parcel identifier number 65088502;
28. Lease between Hillspring Farms Ltd., Donna McNeill and Eldon McNeill in respect of approximately 12 acres on parcel identifier number 65088601;
29. Lease between Hillspring Farms Ltd. and Urban O'Connor in respect of approximately 23 acres on parcel identifier number 65054793; and
30. The real property leases shall also include, but are not limited to, all rolling one-year leases for land.

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SCHEDULE "B"

APPEARANCES

	Party	Attendance
1.	Farm Credit Canada	COUNSEL - Josh McElman, Bailey Campbell, and Caleb Hunter, Cox & Palmer - Attending in person Individual - Jason Inman Attending by Phone
2.	Canadian Imperial Bank of Commerce	COUNSEL - Maurice Chiasson, Q.C., Stewart McKelvey Individual - Supriya Sarin, CIBC Both Attending by Telephone.
3.	McCain Foods Limited	COUNSEL - Natasha MacParland, Davies Ward Phillips & Vineberg LLP Attending by Telephone.
4.	McCain Produce Inc.	Individuals - Nia Karabatsos and Chad Hutchison 895 Attending by Telephone.
5.	Ernst & Young Inc.	George Kinsman, Ernst & Young Inc. Attending by Telephone.
6.	Hillspring Farms Ltd. HSF Foods Ltd. Hillspring Warehouse & Logistics Inc.	COUNSEL - Stephen Kingston, McInnes Cooper Roman Veil 895 Attending by Telephone.
7.	Bank of Nova Scotia	Individuals - Faryall Butt & Cymanthia Elliott, Bank of Nova Scotia 875 Cymanthia Attending by Telephone.
8.	Business Development Bank of Canada	COUNSEL - Marc Dunning, Wickwire Holm Attending by Telephone.
9.	Earth Fresh Foods Inc.	Individual Brad Wiseman

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	Party	Attendance
		Attending by Telephone
10.	Timothy Cook Construction Ltd.	Individual Elizabeth Rockwell Attending by Telephone.
11.	CNH Industrial Capital Canada Ltd.	COUNSEL - Hugh J. Cameron, Stewart McKelvey Attending by Telephone.
12.	PricewaterhouseCoopers Inc.	David A. Boyd, PricewaterhouseCoopers Inc. Attending by Telephone.
13.	Office of the Attorney General for New Brunswick	COUNSEL – Bryan Mills Attending by Telephone.
14.	Employment Standards Branch	COUNSEL – Bryan Mills Attending by Telephone.
15.	Valley Equipment Ltd.	Individual Lee Patterson Attending by Telephone.
16.	Department of Finance Revenue and Taxation Division	<i>Mark Dunbar 895</i>
17.	Department of Justice Canada Tax Law Services for Canada Revenue Agency Insolvency Division	COUNSEL –Deanna M. Frappier, Q.C. Attending by Telephone.

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