

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

Book of Orders

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Schedule 1A
Draft Receivership Order

Court File No.: SJM-46-2020

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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, 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 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;
- 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, 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 of any of the Respondents or the Property shall be commenced or continued except with the written consent

of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

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 Respondents, the Receiver, or affecting the Property, 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 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 to which either Respondent 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, 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 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, 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.

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 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 \$200,000.00 (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 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 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.

FUNDING OF THE RECEIVERSHIP

25. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of

interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments (including interim payments) required or permitted to be made by this Order (including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven days' notice to the Receiver and the Applicants.
27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

BANKRUPTCY

29. The Receiver is authorized and directed to make an assignment in bankruptcy, in accordance with the *BIA* in the name of and on behalf of the Respondents.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents and the Receiver is hereby authorized to act as the trustee of the Respondents.

INTERIM MANAGEMENT AGREEMENTS

31. The Receiver is hereby empowered and authorized, but not obligated, to adopt:
- a. 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**”) of a potato farming, seeding and packing business (the “**Hillspring Management Agreement**”); or
 - b. any existing agreement between HSF Foods Ltd. (“**HSF**”) and OPC Canada Inc. (“**OPC Canada**”) related to the assets and operations of HSF (the “**HSF Management Property**”) of a potato flake manufacturing plant (the “**HSF Management Agreement**”);

on such terms as the Receiver considers appropriate in order to carry out the terms of Order.

32. If the Receiver adopts either the Hillspring Management Agreement or the HSF Management Agreement (each a “Management Agreement”), the Receiver shall:
- a. not be in possession or control as contemplated by section 3 (a) of this Order of, as applicable, of the Hillspring Management Property or the HSF Management Property which shall remain under the management of the counterparty to the applicable Management Agreement; and
 - b. not have any liability under the Management Agreement of any nature or kind or to, as applicable, MFL or OPC Canada.

GENERAL

33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
34. 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.
35. 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.
36. FCC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of FCC's security or, if not so provided by FCC's security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.
37. 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.

38. 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.
39. 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.
40. 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 _____ day of June, 2020.

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

Schedule 1A i
Excluded Property

SCHEDULE "A"

EXCLUDED PROPERTY

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. Leased or Financed Equipment

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 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 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. 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.

5. 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
- 2. PID 10284206, including all fixtures attached thereto - Plant owned by HSF

Personal Property

<u>Line #2</u>	<u>Turbine Hall</u>
Peeler# 24628...Idaho Steel	
1. Kiremco Brusher	1. 2 of the Ewing Control Panels
2. Large Even Flow	2. 1 Turbine s/n T-5601 Back Pressure

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)	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 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	<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 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

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 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, 350.0DFN-9XF/2963AC G86013-30496 1998 80 HP Air Compressor, Curtis, R/S50T sn No.6574 1998 Air Dryer, Airtex, SC220 SNNNo. 977592H 1969 Separator, Wesffalia, SDA360L 1635211 2008 Chemical Pump, Ecolab, P2 2-2008 Telescopic Conveyors, RcO 28' X 24" & 60'X 36" 2007 Telescopic/Hydraulic Bin Piler, RcO 2007 Hopper Happy Roller 2008 Elevator Conveyor, RcO 2000 5,000 bbls Hopper, Smalleys 2008 Barrel Washer, RcO 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	O'Connor Tank	7-1095

over 42	Ltd.	
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
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	CH Murphy/ Clark-	1926

42	Ullman	
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	
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	
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	Equipment	

	full of steel		
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	

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

Schedule 1A ii
Appearance Sheet

SCHEDULE "B"

APPEARANCES

Schedule 1A iii
Draft Borrowing Certificate

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof save and except certain excluded assets (collectively, the "**Property**") appointed by Order of the Court of Queens Bench of New Brunswick (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate

are payable at the main office of the Lender at _____, _____.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Schedule 1B

Comparison of Draft to NB Model Order

~~RESPON~~
~~DENT~~

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 ¹~~Applicant~~Applicants for an Order pursuant to Section 33 of the *Judicature Act*, R.S.—N.B. 1973, Ch. J-2~~7~~ (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 ~~{RECEIVER'S NAME}~~Ernst & Young Inc. (“EY” or the “Proposed Receiver”) as receiver and receiver manager (in such capacities, the ~~“Receiver”~~”) without security, of all²—of the the Respondents’ current and future assets, undertakings and properties of the Respondent acquired for, or used and wherever situate including all proceeds thereof (the “Property”) in relation to ~~the~~the business carried on by the Respondent~~, 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.

¹~~Section 243(1) of the BIA provides that the Court may appoint a receiver “on application by a secured creditor”.~~

²~~If this is not a receivership of all of the assets of the Respondent, remove the reference to “all assets” and define or describe the specific assets under mandate, perhaps by including a schedule.~~

ON READING the ~~affidavit~~ materials filed in this matter as contained in the Record on Application including the Report of {NAME} ~~sworn~~ {DATE} the Proposed Receiver dated June 22, 2020 and the ~~exhibits~~ Supplemental Confidential Report of the Proposed Receiver dated June 22, 2020 and the appendices thereto ~~and~~, the various affidavits of service, on hearing the submissions of counsel for {NAMES}, ~~no one appearing for {NAME} although duly served as appears from the affidavit of service of {NAME} sworn {DATE}~~ the Applicants, the Respondents and the parties set out in Schedule "B" attached hereto and on reading the consent of ~~{RECEIVER'S NAME}~~ 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} validated³ 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 ~~all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Respondent, including all proceeds thereof (the "Property")~~.

~~2.~~

RECEIVER'S POWERS

³ ~~If service is effected in a manner other than as authorized by the New Brunswick Rules of Court in appropriate circumstances.~~

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 ~~Respondent~~Respondents, 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 ~~Respondent;~~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 ~~Respondent~~Respondents, or any part or parts thereof;
 - f. to receive and collect all monies and accounts now owed or hereafter owing to the ~~Respondent~~Respondents and to exercise all remedies of the ~~Respondent~~Respondents in collecting such monies, including, without limitation, to enforce any security held by the

~~Respondent~~Respondents;

- g. to settle, extend or compromise any indebtedness owing to the ~~Respondent~~Respondents;
- 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 ~~Respondent~~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 ~~Respondent~~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 ~~Respondent~~Respondents, all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~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 ~~Respondent~~Respondents, 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 ~~RESPONDENT~~RESPONDENTS OR THE PROPERTY

8. No Proceeding against or in respect of any of the RespondentRespondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the RespondentRespondents or the Property are hereby stayed and suspended pending further Order of this Court.

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 RespondentRespondents, the Receiver, or affecting the Property, 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 RespondentRespondents to carry on any business which the Respondent isRespondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the RespondentRespondents 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 ApplicantRespondents 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 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.

9.

PERSONAL PROPERTY LESSORS

10. All rights and remedies of any Person pursuant to any arrangement or agreement to which ~~the~~either Respondent 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 ~~16~~15 of this Order related to the ~~Respondent's~~Respondents' employees, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, ~~licence~~license or permit in favour of or held by the ~~Respondent~~Respondents, 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 ~~Respondent~~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 ~~Respondent~~Respondents, are hereby restrained until further

Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the ~~Respondent's~~Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, 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 ~~Respondent~~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 ~~the~~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.

~~14.~~13. No creditor of the ~~Respondent~~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 ~~Respondent~~Respondents.

RECEIVER TO HOLD FUNDS

~~15.~~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

~~16.15.~~ All employees of the ~~Respondent~~Respondents shall remain the employees of the ~~Respondent~~Respondents until such time as the Receiver, on the ~~Respondent's~~Respondents' behalf, may terminate the employment of such employees 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.

~~17.16.~~ 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 ~~disclosed~~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 ~~Respondent~~Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

~~18.17.~~ 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 *Unsightly 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

~~19.18.~~ ~~[Receiver's Name]~~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

~~20.19.~~ 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 \$ ~~_____ (\$200,000.00)~~ (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.⁴

~~21.20. The~~ 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.

~~22.21.~~ 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 disbursements, incurred at the normal rates and charges of the Receiver or

~~⁴ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved in accordance with the ~~the~~ preceding paragraph hereof.

RECEIVER'S INDEMNITY CHARGE

~~23.22.~~ 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 ~~f~~including the management, operation and carrying on of all or part of the business of any of the Respondents¹⁵, the BIA or otherwise, saving only liability arising from negligence or actionable misconduct of the Receiver.

~~24.23.~~ 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

~~25.24.~~ 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

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.

FUNDING OF THE RECEIVERSHIP

~~26.~~25. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments (including interim payments) required or permitted to be made by this Order (including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

~~27.~~26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven ~~days~~days' notice to the Receiver and the ~~Applicant~~Applicants.

~~28.~~27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "AC" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

29.28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

BANKRUPTCY

29. The Receiver is authorized and directed to make an assignment in bankruptcy, in accordance with the *BIA* in the name of and on behalf of the Respondents.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents and the Receiver is hereby authorized to act as the trustee of the Respondents.

INTERIM MANAGEMENT AGREEMENTS

31. The Receiver is hereby empowered and authorized, but not obligated, to adopt:

a. 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") of a potato farming, seeding and packing business (the "Hillspring Management Agreement"); or

b. any existing agreement between HSF Foods Ltd. ("HSF") and OPC Canada Inc. ("OPC Canada") related to the assets and operations of HSF (the "HSF Management Property") of a potato flake manufacturing plant (the "HSF Management Agreement");

on such terms as the Receiver considers appropriate in order to carry out the terms of Order.

32. If the Receiver adopts either the Hillspring Management Agreement or the HSF Management Agreement (each a "Management Agreement"), the Receiver shall:

- a. not be in possession or control as contemplated by section 3 (a) of this Order of, as applicable, of the Hillspring Management Property or the HSF Management Property which shall remain under the management of the counterparty to the applicable Management Agreement; and
- b. not have any liability under the Management Agreement of any nature or kind or to, as applicable, MFL or OPC Canada.

GENERAL

~~30.~~33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

~~31. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.~~

~~32.~~34. 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.

~~33.~~35. 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.

~~34.36.~~ ~~The Applicant~~FCC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of ~~the Applicant's~~FCC's security or, if not so provided by ~~the Applicant's~~FCC's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Respondent's~~Respondents' estate with such priority and at such time as this Court may determine.

~~35.37.~~ 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.

~~36.38.~~ 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.

~~37.39.~~ 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.

~~38.40.~~ 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
____ day of _____, _____, June, 2020.

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

SCHEDULE "A"

EXCLUDED PROPERTY

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. Leased or Financed Equipment

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 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 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. 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.

5. 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
- 2. PID 10284206, including all fixtures attached thereto - Plant owned by HSF

Personal Property

<u>Line #2</u>	<u>Turbine Hall</u>
<u>Peeler# 24628...Idaho Steel</u>	<u>1. 2 of the Ewing Control Panels</u>
<u>1. Kiremco Brusher</u>	
<u>2. Large Even Flow</u>	

<u>3. Slicer</u> <u>4. Cornell Pump Tank</u> <u>5. Dewatering Screen</u> <u>6. Small Even Flow</u> <u>7. Blancher Idaho Steel</u> <u>8. Cooler</u> <u>9. Vertical Auger</u> <u>10. Dewatering Screen</u> <u>11. Small Even Flow</u> <u>12. Cooker</u> <u>13. Ricer Auger</u> <u>14. Mash Inline Auger</u> <u>15. Mash Box</u> <u>16. 3 Drums (1 of the 5x16 Idaho Steel drum & 2 of the Overton Drums, 5x16)</u>	<u>2. 1 Turbine s/n T-5601 Back Pressure</u> <u>3. 1 Condensing Turbine s/n T-5328</u> <u>4. 1- Large Condenser s/n 93Y10679-01A</u> <u>5. 2 Large Worthington Cooling Pumps s/n B0941002-2 & s/n B0941002-1</u> <u>6. 2 Water Softener Systems</u> <u>7. 2 Cooling Towers... s/n NC9232GM(149609-002-99) & s/n NC9232GM(14960609-001-99)</u>
<u>Dryroom Equipment</u> <u>1. Cat Forklift s/n E285851605</u> <u>2. Nissan Forklift s/n CT1B2-980997</u> <u>3. Nissan Forklift s/n CWP02-960815</u> <u>4. Zoom Boom s/n 0300116975</u> <u>2007 Chiller, Carrier, 3400F2680 3400F26809</u> <u>1998 Steam Peeler, Kiremco, 9555-97-2</u> <u>PESL-1000</u> <u>1998 Brusher, Kiremco, 97-1076-AA</u> <u>1998 Polisher/Washer, Kiremco, 9590-97</u> <u>WAD-1030</u> <u>2008 Vertical Elevator, Idaho Steel</u> <u>1998 Large Evenflow, Idaho Steel</u> <u>2008 Slicer with Wash tank, Idaho Steel</u>	<u>Dryroom Equipment</u> <u>2007 Electronic Scale on stand, Champ Scale</u> <u>2002/2003 Sewing Machine on stand, Newlong, LR113608 NP-7ALR113608</u> <u>1990 Bag Line Conveyor, Doboy, KGL 856748</u> <u>1990 Bagging Machine, Doboy, PT24SPE2.854982</u> <u>2006 Manual Pallet Stacker/Wrapper, Highlight, Synergy III</u> <u>C390-010-0161</u> <u>2007/04 Dust Removal System UAS, SFC24-3 60060914</u> <u>2007 2 X 2Pressure Blowers NYB, P0925120</u> <u>1708 Steel</u> <u>2007 Dry Room Racking 5 lengths X 3 high</u> <u>2007 Security System 4 cameras w/CD</u>

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

<u>Item Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
<u>SDB3BCS Scotch Dry Back - Steam B23M19B2 : B20</u>	<u>Cleaver Brooks</u>	<u>87620</u>
<u>Dearator</u>	<u>O'Connor Tank Ltd.</u>	<u>DG7854</u>
<u>Dearator</u>	<u>O'Connor Tank Ltd.</u>	<u>DG7854</u>
<u>DEA8AC Dearator</u>	<u>Cleaver Brooks</u>	<u>DG7854</u>

<u>DEA8AC Dearator</u>	<u>Cleaver Brooks</u>	<u>DG7854</u>
<u>BDT8AC Blow Down Tank over 42</u>	<u>O'Connor Tank Ltd.</u>	<u>7-1095</u>
<u>PVS8AI Pressure Vessel over 42</u>	<u>Harris Thermal</u>	<u>26127</u>
<u>EXC7AI Exchanger up to 42</u>	<u>SA Armstrong</u>	<u>449456</u>
<u>AWT2BIS A Type Water Tube-Steam</u>	<u>Keeler Dorr-Oliver</u>	<u>17210</u>
<u>AWT2BIS A Type Water Tube-Steam</u>	<u>Keeler Dorr-Oliver</u>	<u>17210</u>
<u>AWT2BIS A Type Water Tube-Steam</u>	<u>E Keeler Co. Ltd.</u>	<u>124271</u>
<u>AWT2BIS A Type Water Tube-Steam</u>	<u>E Keeler Co. Ltd.</u>	<u>124271</u>
<u>ATK6AI Air Tank Mounted</u>	<u>Steel Fab</u>	<u>510689</u>
<u>ARC7AI Air Receiver in System</u>	<u>Silvan Industries</u>	<u>142337</u>
<u>ARC7AI Air Receiver in System</u>	<u>Silvan Ind.</u>	<u>10222</u>
<u>ATK6AC Air Tank Mounted</u>	<u>Brunner Eng.</u>	<u>3244</u>
<u>Air Tank Mounted</u>	<u>Manchester</u>	<u>18903</u>
<u>PVS7AI Pressure Vessel up to 42</u>	<u>Flo Lab Inc.</u>	<u>APF-3357</u>
<u>ARC7AI Air Receiver In System</u>	<u>Lagrange Products</u>	<u>42050</u>
<u>ARC7AI Air Receiver In System</u>	<u>Steel Fab</u>	<u>SO-17724</u>
<u>ARC7AI Air Receiver In System</u>	<u>Manchester</u>	<u>302432.CRN</u>
<u>Pressure Vessel up to 42</u>	<u>Watson McDaniel</u>	<u>90805</u>
<u>PVS8AI Pressure Vessel Over 42</u>	<u>Beloit Corporation</u>	<u>F3178-1</u>
<u>PVS8AI Pressure Vessel Over 42</u>	<u>Beloit Corporation</u>	<u>B7415-1</u>
<u>Pressure Vessel Over 42</u>	<u>Samyard Co. Ltd.</u>	<u>SYU-96</u>
<u>Pressure Vessel Over 42</u>	<u>Samyard Co. Ltd.</u>	<u>SYU-96</u>
<u>PVS8AI Pressure Vessel Over 42</u>	<u>GL&V</u>	<u>Nil</u>
<u>Pressure Vessel Over 42</u>	<u>Idho Steel</u>	<u>67</u>
<u>PVS8EI Pressure Vessel Over 42</u>	<u>Idaho Steel Products</u>	<u>24628</u>

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

ASSETS - WOOD CHIP OPERATION

<u>Item No.</u>	<u>Item</u>	<u>Item Category</u>	<u>Serial Number</u>
<u>1.</u>	<u>INTENTIONALLY LEFT BLANK</u>		

<u>2.</u>	<u>2016 Leibherr 538 Loader c/w Craig High tip chip bucket</u>	<u>Equipment</u>	<u>VATZ1268EZB038941</u>
<u>3.</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>4.</u>	<u>Radar hydraulic Bin Dumper</u>	<u>Equipment</u>	
<u>5.</u>	<u>02 Leibherr rubber tired excavator with pulp loader</u>	<u>Equipment</u>	<u>710-13531</u>
<u>6.</u>	<u>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</u>	<u>Equipment</u>	
<u>ASSETS - FABRICATION SHOP</u>			
<u>Item No.</u>	<u>Item</u>	<u>Item Category</u>	<u>Serial Number</u>
<u>1</u>	<u>15K Free standing Crane with 2k electric motor chainfalls</u>	<u>Equipment</u>	
<u>2</u>	<u>Hangchett metal lathe / Sharpener</u>	<u>Equipment</u>	
<u>3</u>	<u>IPC High Temp baking oven</u>	<u>Equipment</u>	
<u>4</u>	<u>Industrial drill press</u>	<u>Equipment</u>	
<u>5</u>	<u>Industrial drill press (inoperable)</u>	<u>Equipment</u>	
<u>6</u>	<u>Industrial Plasma cutting table</u>	<u>Equipment</u>	
<u>7</u>	<u>Industrial upright grinder (dual)</u>	<u>Equipment</u>	
<u>8</u>	<u>Industrial drill press</u>	<u>Equipment</u>	
<u>9</u>	<u>Industrial drill press (inoperable)</u>	<u>Equipment</u>	
<u>10</u>	<u>Industrial milling machine</u>	<u>Equipment</u>	
<u>11</u>	<u>Industrial metal lathe - 12ft bed</u>	<u>Equipment</u>	
<u>12</u>	<u>Industrial metal lathe - 10ft bed</u>	<u>Equipment</u>	

<u>13</u>	<u>ALLSTEEL 300 Ton metal press / brake with dies</u>	<u>Equipment</u>	
<u>14</u>	<u>Metal bender</u>	<u>Equipment</u>	
<u>15</u>	<u>Portable sandblaster</u>	<u>Equipment</u>	
<u>16</u>	<u>Pearson metal sheer</u>	<u>Equipment</u>	
<u>17</u>	<u>Metal roller</u>	<u>Equipment</u>	
<u>18</u>	<u>Metal roller</u>	<u>Equipment</u>	
<u>19</u>	<u>Portable plasma cutter</u>	<u>Equipment</u>	
<u>20</u>	<u>Lincoln Mig / Tig wire feed welder</u>	<u>Equipment</u>	
<u>21</u>	<u>12ft Roller table</u>	<u>Equipment</u>	
<u>22</u>	<u>Vertical metal bandsaw</u>	<u>Equipment</u>	
<u>23</u>	<u>Horizontal metal bandsaw</u>	<u>Equipment</u>	
<u>24</u>	<u>Easy Kleen high pressure washer</u>	<u>Equipment</u>	
<u>25</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>26</u>	<u>Clark rough terrain forklift, 2 stage mast, 48" tines, 10k hours</u>	<u>Equipment</u>	
<u>27</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>28</u>	<u>02 Ford F550 diesel 20ft box truck. Rear is outfitted with shelves and power supply</u>	<u>Equipment</u>	<u>1FDAF56F32EB35311</u>
<u>29</u>	<u>Air compressor 500 gal</u>	<u>Equipment</u>	
<u>30</u>	<u>Parts room - Assorted nuts, bolts, threaded rods, washers</u>	<u>Equipment</u>	
<u>31</u>	<u>wooden cabinets - complete with various tools</u>	<u>Equipment</u>	
<u>32</u>	<u>15 drawer tool cabinet full of tools</u>	<u>Equipment</u>	
<u>33</u>	<u>3 section, 9 drawer parts cabinet completely full of tools, etc</u>	<u>Equipment</u>	
<u>34</u>	<u>Metal table complete with Taps, dies', broaches, etc</u>	<u>Equipment</u>	
<u>35</u>	<u>3 work tables c/w grinders, hose reels, drill bits, drill</u>	<u>Equipment</u>	

	<u>press, grinder wheel, and related tools</u>		
<u>36</u>	<u>small roller table</u>	<u>Equipment</u>	
<u>37</u>	<u>Raw Material / Various racks full of steel</u>	<u>Equipment</u>	
<u>38</u>	<u>Table complete with various metal bits, drills, assorted tools to operate metal lathe</u>	<u>Equipment</u>	
<u>39</u>	<u>Qty of large electric motors (approx 6)</u>	<u>Equipment</u>	
<u>40</u>	<u>Transmission jack</u>	<u>Equipment</u>	
<u>41</u>	<u>large qty of chains, straps, clevises, binders, ratchets, etc</u>	<u>Equipment</u>	
<u>42</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>43</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>44</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>45</u>	<u>Parts washer</u>	<u>Equipment</u>	
<u>46</u>	<u>metal work table c/w vice</u>	<u>Equipment</u>	

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

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SCHEDULE "B"

APPEARANCES

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof save and except certain excluded assets (collectively, the "**Property**") appointed by Order of the Court of Queens Bench of New Brunswick (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are

payable at the main office of the Lender at _____, _____.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: _____

Title: _____

Schedule 1C

Comparison of Draft to Schedule “A” to Notice of
Application

Schedule "A" Appointment Order

_____ 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

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 ~~affidavit of _____ sworn _____, 2020~~ and materials filed in this matter as contained in the exhibits thereto, Record on Application including the Report of the Proposed Receiver dated _____, June 22, 2020 and the ~~Affidavit of _____ sworn _____, 2020 and the exhibits thereto, the~~ Supplemental Confidential Report of the Proposed Receiver dated _____, June 22, 2020 and the ~~exhibits~~ 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.

~~2.~~

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, 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 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;
- 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, 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 of any of the Respondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

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 Respondents, the Receiver, or affecting the Property, 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 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 to which either Respondent 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, without written consent of the Receiver or leave of this Court.

~~11.~~

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 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, 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.

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 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 *Unsightly 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 \$200,000.00 (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 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 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.

FUNDING OF THE RECEIVERSHIP

- 25. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$400,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments (including interim payments) required or permitted to be made by this Order (including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven days' notice to the Receiver and the Applicants.
27. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
28. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

BANKRUPTCY

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

INTERIM MANAGEMENT AGREEMENTS

31. The Receiver is hereby empowered and authorized, but not obligated, to adopt:
 - a. 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") of a potato farming, seeding and packing business (the "Hillspring Management Agreement"); or

b. any existing agreement between HSF Foods Ltd. (“HSF”) and OPC Canada Inc. (“OPC Canada”) related to the assets and operations of HSF (the “HSF Management Property”) of a potato flake manufacturing plant (the “HSF Management Agreement”);

on such terms as the Receiver considers appropriate in order to carry out the terms of Order.

32. If the Receiver adopts either the Hillspring Management Agreement or the HSF Management Agreement (each a “Management Agreement”), the Receiver shall:

a. not be in possession or control as contemplated by section 3 (a) of this Order of, as applicable, of the Hillspring Management Property or the HSF Management Property which shall remain under the management of the counterparty to the applicable Management Agreement; and

b. not have any liability under the Management Agreement of any nature or kind or to, as applicable, MFL or OPC Canada.

GENERAL

31-33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32-34. 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.

~~33-35.~~ 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.

~~34-36.~~ FCC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of FCC's security or, if not so provided by FCC's security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.

~~35-37.~~ 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.

~~36-38.~~ 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.

~~37-39.~~ 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.

~~38-40.~~ 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 _____ day of June,
2020.

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

SCHEDULE "A"

EXCLUDED PROPERTY

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. Leased or Financed Equipment

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 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 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. 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.

5. 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
- 2. PID 10284206, including all fixtures attached thereto - Plant owned by HSF

Personal Property

<u>Line #2</u>	<u>Turbine Hall</u>
<u>Peeler# 24628...Idaho Steel</u>	<u>1. 2 of the Ewing Control Panels</u>
<u>1. Kiremco Brusher</u>	<u>2. 1 Turbine s/n T-5601 Back</u>
<u>2. Large Even Flow</u>	<u>Pressure</u>

<u>3. Slicer</u> <u>4. Cornell Pump Tank</u> <u>5. Dewatering Screen</u> <u>6. Small Even Flow</u> <u>7. Blancher Idaho Steel</u> <u>8. Cooler</u> <u>9. Vertical Auger</u> <u>10. Dewatering Screen</u> <u>11. Small Even Flow</u> <u>12. Cooker</u> <u>13. Ricer Auger</u> <u>14. Mash Inline Auger</u> <u>15. Mash Box</u> <u>16. 3 Drums (1 of the 5x16 Idaho Steel drum & 2 of the Overton Drums, 5x16)</u>	<u>3. 1 Condensing Turbine s/n T-5328</u> <u>4. 1- Large Condenser s/n 93Y10679-01A</u> <u>5. 2 Large Worthington Cooling Pumps s/n B0941002-2 & s/n B0941002-1</u> <u>6. 2 Water Softener Systems</u> <u>7. 2 Cooling Towers... s/n NC9232GM(149609-002-99) & s/n NC9232GM(14960609-001-99)</u>
<u>Dryroom Equipment</u> <u>1. Cat Forklift s/n E285851605</u> <u>2. Nissan Forklift s/n CT1B2-980997</u> <u>3. Nissan Forklift s/n CWP02-960815</u> <u>4. Zoom Boom s/n 0300116975</u> <u>2007 Chiller, Carrier, 3400F2680 3400F26809</u> <u>1998 Steam Peeler, Kiremco, 9555-97-2</u> <u>PESL-1000</u> <u>1998 Brusher, Kiremco, 97-1076-AA</u> <u>1998 Polisher/Washer, Kiremco, 9590-97</u> <u>WAD-1030</u> <u>2008 Vertical Elevator, Idaho Steel</u> <u>1998 Large Evenflow, Idaho Steel</u> <u>2008 Slicer with Wash tank, Idaho Steel</u> <u>1998 Pump Tank, Cornell</u>	<u>Dryroom Equipment</u> <u>2007 Electronic Scale on stand, Champ Scale</u> <u>2002/2003 Sewing Machine on stand, Newlong, LR113608</u> <u>NP-7ALR113608</u> <u>1990 Bag Line Conveyor, Doboy, KGL 856748</u> <u>1990 Bagging Machine, Doboy, PT24SPE2.854982</u> <u>2006 Manual Pallet Stacker/Wrapper, Highlight, Synergy III</u> <u>C390-010-0161</u> <u>2007/04 Dust Removal System UAS, SFC24-3</u> <u>60060914</u> <u>2007 2 X 2 Pressure Blowers NYB, P0925120</u> <u>1708 Steel</u> <u>2007 Dry Room Racking 5 lengths X 3 high</u> <u>2007 Security System 4 cameras w/CD</u>

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

<u>Item Type</u>	<u>Manufacturer</u>	<u>Serial Number</u>
<u>SDB3BCS Scotch Dry Back – Steam B23M19B2 : B20</u>	<u>Cleaver Brooks</u>	<u>87620</u>
<u>Dearator</u>	<u>O'Connor Tank Ltd.</u>	<u>DG7854</u>
<u>Dearator</u>	<u>O'Connor Tank Ltd.</u>	<u>DG7854</u>
<u>DEA8AC Dearator</u>	<u>Cleaver Brooks</u>	<u>DG7854</u>
<u>DEA8AC Dearator</u>	<u>Cleaver Brooks</u>	<u>DG7854</u>
<u>BDT8AC Blow Down Tank</u>	<u>O'Connor Tank</u>	<u>7-1095</u>

over 42	Ltd.	
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
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	CH Murphy/ Clark-	1926

<u>42</u>	<u>Ullman</u>	
<u>AWT2BIS A Type Water Tube- Steam</u>	<u>Tampella Keeler</u>	<u>17389</u>
<u>AWT2BIS A Type Water Tube- Steam</u>	<u>Tampella Keeler</u>	<u>17389</u>
<u>CFH8AI Closed Feed Heater</u>	<u>Allied Steel Prod.</u>	<u>W6280</u>
<u>ATK7AP Pressure Vessel Over 42</u>	<u>Steel Fabrication</u>	<u>5492880</u>
<u>BDT7AP Blowdown Tank Up To 42</u>	<u>Cemline Co.</u>	<u>69703</u>
<u>BDT7AP Blowdown Tank Up To 42</u>	<u>Cemline Co.</u>	<u>69703</u>
<u>SDB3BIH Scotch Dry Back Hot-Water</u>	<u>Cleaver Brooks of Canada</u>	<u>S088095</u>
<u>SDB3BIH Scotch Dry Back Hot-Water</u>	<u>Cleaver Brooks of Canada</u>	<u>S088095</u>
<u>EXC7AI Exchanger Up to 42</u>	<u>ITT</u>	<u>987254-01</u>
<u>EXC7AI Exchanger Up to 42</u>	<u>ITT</u>	<u>987254-01</u>
<u>EXC8AI Exchanger Over 42</u>	<u>ITT</u>	<u>93Y10679-01A</u>
<u>PVS8AP Pressure Vessel Over 42</u>	<u>Colton Industries</u>	<u>979774</u>
<u>PVS8AP Pressure Vessel Over 42</u>	<u>Colton Industries</u>	<u>979777</u>
<u>PVS7AI Pressure Vessel Up to 42</u>	<u>StoysTown Tank & Steel Co19</u>	<u>58344</u>
<u>ATK6AP Air Tank Mounted</u>	<u>Buckeye Boiler Company</u>	<u>2848A</u>
<u>ATK6AI Air Tank Mounted</u>	<u>Steel Fab</u>	<u>569407</u>
<u>ATK6AI Air Tank Mounted</u>	<u>Steel Fab</u>	<u>569407</u>

ASSETS - WOOD CHIP OPERATION

<u>Item No.</u>	<u>Item</u>	<u>Item Category</u>	<u>Serial Number</u>
<u>1.</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>2.</u>	<u>2016 Leibherr 538 Loader c/w Craig High tip chip bucket</u>	<u>Equipment</u>	<u>VATZ1268EZB038941</u>

<u>3.</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>4.</u>	<u>Radar hydraulic Bin Dumper</u>	<u>Equipment</u>	
<u>5.</u>	<u>02 Leibherr rubber tired excavator with pulp loader</u>	<u>Equipment</u>	<u>710-13531</u>
<u>6.</u>	<u>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</u>	<u>Equipment</u>	
<u>ASSETS - FABRICATION SHOP</u>			
<u>Item No.</u>	<u>Item</u>	<u>Item Category</u>	<u>Serial Number</u>
<u>1</u>	<u>15K Free standing Crane with 2k electric motor chainfalls</u>	<u>Equipment</u>	
<u>2</u>	<u>Hangchett metal lathe / Sharpener</u>	<u>Equipment</u>	
<u>3</u>	<u>IPC High Temp baking oven</u>	<u>Equipment</u>	
<u>4</u>	<u>Industrial drill press</u>	<u>Equipment</u>	
<u>5</u>	<u>Industrial drill press (inoperable)</u>	<u>Equipment</u>	
<u>6</u>	<u>Industrial Plasma cutting table</u>	<u>Equipment</u>	
<u>7</u>	<u>Industrial upright grinder (dual)</u>	<u>Equipment</u>	
<u>8</u>	<u>Industrial drill press</u>	<u>Equipment</u>	
<u>9</u>	<u>Industrial drill press (inoperable)</u>	<u>Equipment</u>	
<u>10</u>	<u>Industrial milling machine</u>	<u>Equipment</u>	
<u>11</u>	<u>Industrial metal lathe - 12ft bed</u>	<u>Equipment</u>	
<u>12</u>	<u>Industrial metal lathe - 10ft bed</u>	<u>Equipment</u>	
<u>13</u>	<u>ALLSTEEL 300 Ton metal press / brake with dies</u>	<u>Equipment</u>	
<u>14</u>	<u>Metal bender</u>	<u>Equipment</u>	

<u>15</u>	<u>Portable sandblaster</u>	<u>Equipment</u>	
<u>16</u>	<u>Pearson metal sheer</u>	<u>Equipment</u>	
<u>17</u>	<u>Metal roller</u>	<u>Equipment</u>	
<u>18</u>	<u>Metal roller</u>	<u>Equipment</u>	
<u>19</u>	<u>Portable plasma cutter</u>	<u>Equipment</u>	
<u>20</u>	<u>Lincoln Mig / Tig wire feed welder</u>	<u>Equipment</u>	
<u>21</u>	<u>12ft Roller table</u>	<u>Equipment</u>	
<u>22</u>	<u>Vertical metal bandsaw</u>	<u>Equipment</u>	
<u>23</u>	<u>Horizontal metal bandsaw</u>	<u>Equipment</u>	
<u>24</u>	<u>Easy Kleen high pressure washer</u>	<u>Equipment</u>	
<u>25</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>26</u>	<u>Clark rough terrain forklift, 2 stage mast, 48" tines, 10k hours</u>	<u>Equipment</u>	
<u>27</u>	<u>INTENTIONALLY LEFT BLANK</u>		
<u>28</u>	<u>02 Ford F550 diesel 20ft box truck. Rear is outfitted with shelves and power supply</u>	<u>Equipment</u>	<u>1FDAF56F32EB35311</u>
<u>29</u>	<u>Air compressor 500 gal</u>	<u>Equipment</u>	
<u>30</u>	<u>Parts room - Assorted nuts, bolts, threaded rods, washers</u>	<u>Equipment</u>	
<u>31</u>	<u>wooden cabinets - complete with various tools</u>	<u>Equipment</u>	
<u>32</u>	<u>15 drawer tool cabinet full of tools</u>	<u>Equipment</u>	
<u>33</u>	<u>3 section, 9 drawer parts cabinet completely full of tools, etc</u>	<u>Equipment</u>	
<u>34</u>	<u>Metal table complete with Taps, dies', broaches, etc</u>	<u>Equipment</u>	
<u>35</u>	<u>3 work tables c/w grinders, hose reels, drill bits, drill press, grinder wheel, and related tools</u>	<u>Equipment</u>	
<u>36</u>	<u>small roller table</u>	<u>Equipment</u>	
<u>37</u>	<u>Raw Material / Various racks</u>	<u>Equipment</u>	

	<u>full of steel</u>		
<u>38</u>	<u>Table complete with various metal bits, drills, assorted tools to operate metal lathe</u>	<u>Equipment</u>	
<u>39</u>	<u>Qty of large electric motors (approx 6)</u>	<u>Equipment</u>	
<u>40</u>	<u>Transmission jack</u>	<u>Equipment</u>	
<u>41</u>	<u>large qty of chains, straps, clevises, binders, ratchets, etc</u>	<u>Equipment</u>	
<u>42</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>43</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>44</u>	<u>mobile parts cart</u>	<u>Equipment</u>	
<u>45</u>	<u>Parts washer</u>	<u>Equipment</u>	
<u>46</u>	<u>metal work table c/w vice</u>	<u>Equipment</u>	

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

SCHEDULE "B"

APPEARANCES

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof save and except certain excluded assets (collectively, the "**Property**") appointed by Order of the Court of Queens Bench of New Brunswick (the "**Court**") dated the ____ day of _____, 20__ (the "**Order**") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate

are payable at the main office of the Lender at _____, _____.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: _____

Title: _____

Schedule 2A

Draft McCain Sale Approval and Vesting Order

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

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.

APPROVAL AND VESTING

4. The Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. 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 Sale Assets to the Purchaser. The execution of the Sale Agreement by either or both of the Debtor and the Receiver is hereby authorized and approved, with such amendments as the parties thereto may deem necessary with the consent or approval of the other parties thereto, executed in writing. Either or both of the Debtor and the Receiver are 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 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 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 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 and the Debtor is hereby authorized and approved, with such minor amendments as the Receiver and the Debtor may deem necessary with the consent of the Purchaser in consultation with the Secured Lenders. The Receiver and the Debtor are 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. 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

13. 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.

14. 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

15. 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 _____ day of June, 2020.

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

Schedule 2A i
Form of Receiver's Certificate

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

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.

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:

Schedule 2A ii
Purchased Real Property

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
14.	10087500	Hillspring Farms	105 Highway	Farm	43.63

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.			
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
29.	65085342	Hillspring Farms	California	Farmland &	18.31

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.	Settlement Road	Wooded	
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
44.	10008993	Hillspring Farms	544 Divide Road	Farmland &	79

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.		Woodland	
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
59.	65084899	Hillspring Farms Ltd.	Brown Road	Farm &	38.98

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.		Timberland	
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
74.	10221976	Hillspring Farms	1317 Route 580	Vacant Lot	0.5022

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.			
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
89.	10217974	Hillspring Farms	Golden Ridge	Farm Land	22.7

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.	Road		
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
104.	65041188	Hillspring Farms	11554 105	House & Lot	0.4047

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.	Highway		
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
119.	10091155	Hillspring Farms	R Demerchant	Farmland	56.14

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.	Road		
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
134.	10167047	Hillspring Farms Ltd.	Acton Road	Farmland & Woodland	9.71

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.		Woodland	
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
149.	10207280	Hillspring Farms	565 Highway	Potato House &	0.47

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.		Lot	
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
164.	10281772	Hillspring Farms	105 Highway	Grain Tanks &	41.38

#	Parcel Identifier Number	Owner	Municipal Address	Description	Approximate Hectares
		Ltd.		Lot	
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

Schedule 2A iii

Encumbrances

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.
21415591 as amended by	Farm Credit Canada	Hillspring Farms Ltd.

28485027		
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.
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.
26278564	Bank of Nova Scotia – Atlantic CAU	HSF Foods Ltd.

B. Real Property

Item	Encumbrance Registration No.	Parcel Number(s)	Identifieur
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	

	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

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

	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

		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 Moncton NB	35159060 35159151

	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 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 Postponement Agreement Convention de subordination	10226611 10281723 10003762 10008993 10218659 10003226 10281731

	Carleton 2019-06-06 39090858	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.

Schedule 2A iv
Permitted Encumbrances

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	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 2A v
Equipment Lease

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;

“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;

- (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.

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.

(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.]

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:

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:

SCHEDULE E
LEASED EQUIPMENT

See attached.

SCHEDULE F
PRE-TERM REPAIR EXPENSES

See attached.

Schedule 2A vi
Receiver's Equipment Schedule

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.

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:

Schedule 2A vii
Farming Equipment

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 Bottow 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
13.	2016 LKWD 656 6-Row	Equipment	1239	G01012

	Windrower			
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	2FUPYDYG0HV285014
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

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

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	

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	

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	

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

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

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

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			

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			
236.	Climax 1300KS mobile			N/A

	conveyor			
237.	Utility VS3RA		1020	1UYVS35395G584 001
238.	Western Star TR 4800		1015	2WLNMC PF9TK94 3610
239.	Case Magnum 340		1173	ZFRF02983
240.	Freightliner (Red Dump)		1249	1FUPYXYB5JP321 135
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

Schedule 2B

Comparison of Draft to Schedule “B” to Notice of
Application

~~Schedule "B" – McCain Sale Approval and Vesting Order~~

_____ 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~~ MCCAIN SALE APPROVAL AND VESTING ORDER

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 ~~and~~, 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 ~~[DATE]~~ 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 ~~[affidavit] and materials filed in this matter as contained in the Record on Application including~~ the Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], [and Applicants and~~ counsel for those other parties appearing ~~as indicated by the counsel sheet,]~~, no one appearing for any other person on the service list, although ~~properly~~ served as appears from the ~~affidavit~~ affidavits of ~~[NAME]~~ sworn ~~[DATE]~~ 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.

APPROVAL AND VESTING

4. The Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. 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 Sale Assets to the Purchaser. The execution of the Sale Agreement by either or both of the Debtor and the Receiver is hereby authorized and approved, with such amendments as the parties thereto may deem necessary with the consent or approval of the other ~~parties~~parties thereto, executed in writing. Either or both of the Debtor and the Receiver are 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 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: ~~the~~(i) any encumbrances or charges created by the Order of ~~this~~ Honourable ~~Justice [NAME] dated [DATE]]~~; 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 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 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 and the Debtor is hereby authorized and approved, with such minor amendments as the Receiver and the Debtor may deem necessary with the consent of the Purchaser in consultation with the Secured Lenders. The Receiver and the Debtor are 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. 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 ~~shall~~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

13. 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.

14. 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

15. 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~~Dated at Saint John, New Brunswick, this ____ day of June, 2020._

Judge _____
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

RECITALS

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

B. Pursuant to an Order of the Court dated ~~[DATE]~~ June 26, 2020, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ June 11, 2020 (the "**Sale Agreement**") between the Debtor ~~and~~ 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.

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 ~~HILLSPRING FARMS LTD. et al., Debtor,~~ and not in its personal capacity

Per:

Name:

Title:

Schedule 3A

Draft Residual Property Approval and Vesting Order

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

RESIDUAL PROPERTY APPROVAL AND VESTING ORDER

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 Receiver completing a sale(s) of all Property not forming part of the sale transaction (collectively, the "**Residual Property**") contemplated by an agreement of purchase and sale between the Debtor and McCain Farms, a division of McCain Produce Inc.;

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:

SERVICE

1. The time for service of the Notice of Application is hereby abridged and validated so that the Application is properly returnable today.
2. 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.

APPROVAL

3. The Receiver is authorized and directed to take such steps and execute such documents as may be necessary or desirable to complete a sales process to effect the sale of all of the Residual Property by way of private sale, public auction or tender subject to the following terms:
 - a. the Receiver is authorized and directed to sell the Residual Property by way of private sale, public auction or public tender at such price and on such terms as the Receiver deems appropriate after notice to and the concurrence of such secured creditor, if any, having a first ranking interest therein;

- b. any auction or tender shall be conducted on such terms as the Receiver deems appropriate provided that the Receiver shall ensure that:
 - i. notice of the auction or tender shall be advertised for a minimum period of 30 days by such methods as are typically employed by a qualified auctioneer or in a tender, as applicable;
 - ii. the terms of sale shall include that all Residual Property to be disposed of will be sold on an “as is where is” basis; and
 - iii. any item of personal property located on the real property of the Respondents, not already sold by the Receiver, or occupied by the Receiver shall be removed without causing damage to such real property or the buildings located thereon and any purchaser shall be responsible for ensuring same and shall indemnify the Receiver for any damage;
4. The foregoing sales processes are hereby approved and confirmed as commercially reasonable and in the best interests of the estate of the Respondents.

CERTIFICATE & VESTING

- 5. The Receiver is authorized and directed to issue a Receiver’s Residual Property Certificate upon being satisfied that the terms of the related transaction have been completed to its satisfaction.
- 6. Upon the delivery of a Receiver's certificate or certificates to a purchaser substantially in the form attached as Schedule A hereto (the "**Receiver’s Residual Property Certificate**"), all of the Debtor's right, title and interest in and to the Residual Property identified in the applicable Receiver’s Residual Property Certificate (the “**Sale Property**”) shall vest 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 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 B 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 C (collectively, the "**Permitted Encumbrances**")) in relation to the real property forming part of the Residual Property and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sale Property are hereby expunged and discharged as against the Sale Property. Any discharge of registered security interests in personal property shall be completed by the addition of further language to any such registrations identifying the personal property against which such registration is discharged on the issuance of a Receiver's Residual Property Certificate.

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Sale Property shall stand in the place and stead of the Sale Property, and that from and after the delivery of the Receiver's Residual Property Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Sale Property with the same priority as they had with respect to the Sale Property immediately prior to the sale, as if the Sale Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. The Receiver is to file with the Court a copy of the Receiver's Residual Property 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 completion any sale of Sale Property 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, and shall enter the Purchaser as the owner of any real property forming part of the Sale Property in fee simple, and is hereby directed to delete and expunge all Encumbrances identified in Schedule B hereto from title to such real property, other than the Permitted Encumbrances identified in Schedule C hereto. Upon the recording or registration of this Approval and Vesting Order in the Registry Office or the Land Titles Office, as applicable, all rights, title and interest in and to the applicable real property forming part of the Sale Property shall vest absolutely in the Purchaser, free and clear of and from any and all Encumbrances, other than the Permitted Encumbrances identified in Schedule C hereto.

ADDITIONAL PROVISIONS

10. 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

11. 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 _____ day of June, 2020.

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

Schedule 3A i
Form of Receiver's Certificate

SCHEDULE "A"

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

RECEIVER'S RESIDUAL PROPERTY 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 "**Residual Property Sale Approval Order**"), the Court approved the sale of the Respondent's personal and real property including the property identified in Schedule "A" hereto (the "**Sale Property**") and provided for the vesting in a purchaser (the "**Purchaser**") all right, title and interest in and to the Sale Property, which vesting is to be effective with respect to the Sale Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the receipt by the Receiver of payment by the Purchaser of the purchase price for the Sale Property; and (ii) the sale has been completed to the satisfaction of the Receiver in accordance with the Residual Property Sale Approval Order.

THE RECEIVER CERTIFIES THE FOLLOWING:

1. _____ is the Purchaser of the Sale Property, has paid and the Receiver has received the purchase price for the Sale Property on _____; and
2. The sale of the Sale Property to _____ has been completed to the satisfaction of the Receiver and in accordance with the Residual Property Sale Approval Order.

This Receiver's Certificate was delivered by the Receiver at_____ [TIME]
on_____ [DATE].

Ernst & Young Inc., in its capacity as
the Court appointed receiver and
receiver and manager of the
undertaking, property and assets of
the Respondents and not in its
personal capacity

Per: _____

Name:

Title:

Schedule "A" to Receiver's Certificate
Sale Property sold to _____, a Purchaser

Schedule 3A ii

Encumbrances

SCHEDULE B

Encumbrances

A. Personal Property

All registrations under the *Personal Property Security Act* (New Brunswick) and under the *Bank Act* (Canada).

B. Real Property

Item	Encumbrance	Registration No.	Parcel Identifier Number(s)
1.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2009-10-06	27860494	10284115
2.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire Carleton 2009-10-06	27860494	10153278
3.	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	10277069
4.	Farm Credit Canada 1133 St. George BLVD SUITE 200 Moncton NB E1E 4E1 Mortgagee Créancier hypothécaire Collateral Mortgage Hypothèque subsidiaire		10264810

	Carleton 2015-05-06 34811720	
5.	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	10121499

Schedule 3A iii
Permitted Encumbrances

SCHEDULE C

Permitted Encumbrances (unaffected by the Vesting Order)

A. Personal Property

None

B. Real Property

Item	Encumbrance Registration No.	Parcel Number(s)	Identifier
1.	Restrictive Covenants/Engagements restrictifs Woodstock NB Restrictive Covenants Engagements restrictifs Deed/Transfer Acte de transfert/Transfert Carleton 2014-09-05 34143876	10277069	
2.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Retracement & Plan or Return of Survey Retraceré et plan ou document d'arpentage Carleton 1986-01-30 156239A New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Retracement & Plan or Return of Survey Retraceré et plan ou document d'arpentage Carleton 1986-01-30 156239A Town of Woodstock 824 Main ST Woodstock NB	10264810	

	E7M 2E8 Easement Holder Titulaire de la servitude Retracement & Plan or Return of Survey Retraceré et plan ou document d'arpentage Carleton 1986-01-30 156239A Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1992-07-15 543 – 321 177178 New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1992-07-15 543 – 321 177178	
3.	Aliant Telecom Inc. 1 Brunswick SQ PO BOX 1430 Saint John NB E2L 4K2 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1974-08-08 247 – 783 123526 New Brunswick Power Corporation 515 King ST PO BOX 2000 Fredericton NB E3B 4X1 Easement Holder Titulaire de la servitude Agreement Convention Carleton 1974-08-08 247 – 783 123526	10121499

Schedule 3B

Comparison of Draft to Schedule “C” to Notice of Application

Schedule "C" ~~Residual Property Sale Approval Order~~

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~~

RESPONDENTS

RESIDUAL PROPERTY APPROVAL AND VESTING ORDER

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 Receiver completing a sale(s) of all Property not forming part of the sale transaction (collectively, the “**Residual Property**”) contemplated by an agreement of purchase and sale between the Debtor and McCain Farms, a division of McCain Produce Inc.;

ON READING the ~~[affidavit] and materials filed in this matter as contained in the~~ Record on Application including the Report and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING], [and Applicants~~ and counsel for those other parties appearing ~~as indicated by the counsel sheet,].~~ no one appearing for any other person on the service list, although ~~properly~~ served as appears from the ~~affidavit~~ affidavits of ~~[NAME]~~ [NAME] sworn ~~[DATE]~~ [DATE] ~~service~~ filed in this matter:

IT IS ORDERED THAT:

SERVICE

1. The time for service of the Notice of Application is hereby abridged and validated so that the Application is properly returnable today.
2. 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.

APPROVAL

3. The Receiver is authorized and directed to take such steps and execute such documents as may be necessary or desirable to complete a sales process to effect the sale of all of the Residual Property by way of private sale, public auction or tender subject to the following terms:
 - a. the Receiver is authorized and directed to sell the Residual Property by way of private sale, public auction or public tender at such price and on such terms as the Receiver deems appropriate after notice to and the concurrence of such secured creditor, if any, having a first ranking interest therein;
 - b. any auction or tender shall be conducted on such terms as the Receiver deems appropriate provided that the Receiver shall ensure that:
 - i. notice of the auction or tender shall be advertised for a minimum period of 30 days by such methods as are typically employed by a qualified auctioneer or in a tender, as applicable;
 - ii. the terms of sale shall include that all Residual Property to be disposed of will be sold on an "as is where is" basis; and
 - iii. any item of personal property located on the real property of the Respondents, not already sold by the Receiver, or occupied by the Receiver shall be removed without causing damage to such real property or the buildings located thereon and any purchaser shall be responsible for ensuring same and shall indemnify the Receiver for any damage;

4. The foregoing sales processes are hereby approved and confirmed as commercially reasonable and in the best interests of the estate of the Respondents.

CERTIFICATE & VESTING

5. The Receiver is authorized and directed to issue a Receiver's Residual Property Certificate upon being satisfied that the terms of the related transaction have been completed to its satisfaction.
6. Upon the delivery of a Receiver's certificate or certificates to a purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Residual Property Certificate**"), all of the Debtor's right, title and interest in and to the Residual Property identified in the applicable Receiver's Residual Property Certificate (the "**Sale Property**") shall vest 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: ~~the~~ (i) any encumbrances or charges created by the Order of the this Honourable Justice [NAME] dated [DATE]; 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 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 B 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 C (collectively, the “**Permitted Encumbrances**”)) in relation to the real property forming part of the Residual Property and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Sale Property are hereby expunged and discharged as against the Sale Property. Any discharge of registered security interests in personal property shall be completed by the addition of further language to any such registrations identifying the personal property against which such registration is discharged on the issuance of a Receiver’s Residual Property Certificate.

7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Sale Property shall stand in the place and stead of the Sale Property, and that from and after the delivery of the Receiver's Residual Property Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Sale Property with the same priority as they had with respect to the Sale Property immediately prior to the sale, as if the Sale Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. The Receiver is to file with the Court a copy of the Receiver's Residual Property 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 completion any sale of Sale Property 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, and shall enter the Purchaser as the owner of any real property forming part of the Sale Property in fee simple, and is hereby directed to delete and expunge all Encumbrances identified in Schedule B hereto from title to such real property, other than the Permitted Encumbrances identified in Schedule C hereto. Upon the recording or registration of this

Approval and Vesting Order in the Registry Office or the Land Titles Office, as applicable, all rights, title and interest in and to the applicable real property forming part of the Sale Property shall vest absolutely in the Purchaser, free and clear of and from any and all Encumbrances, other than the Permitted Encumbrances identified in Schedule C hereto.

ADDITIONAL PROVISIONS

10. 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

11. 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~~Dated at Saint John, New Brunswick, this ____ day of June, 2020._

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

SCHEDULE "A"

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~~

RESPONDENTS

RECEIVER'S RESIDUAL PROPERTY 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 ~~(the "Appointment Order"), the Court appointed, Ernst & Young Inc. was appointed as receiver and manager (the "Receiver") of certain 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") of the Respondents, and granted the Receiver those powers and authorizations as set out in the Appointment Order to dispose of certain of the Property.~~

B. Pursuant to an Order of the Court dated June 26, 2020 (the "**Residual Property Sale Approval Order**"), the Court approved the sale of the Respondent's personal and real property including the property identified in Schedule "A" hereto (the "**Sale Property**") and provided for the vesting in a purchaser (the "**Purchaser**") all right, title and interest in and to the Sale Property, which vesting is to be effective with respect to the Sale Property upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the receipt by the Receiver of payment by the Purchaser of the purchase price for the Sale Property; and (ii) the sale has been completed to the satisfaction of the Receiver in accordance with the Residual Property Sale Approval Order.

THE RECEIVER CERTIFIES THE FOLLOWING:

1. 1. _____ is the Purchaser of the Sale Property, has paid and the Receiver has received the purchase price for the Sale Property on _____; and

~~2.~~ ~~2.~~ The sale of the Sale Property to _____ has been completed to the satisfaction of the Receiver and in accordance with the Residual Property Sale Approval Order.

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

Ernst & Young Inc., in its capacity as the Court appointed receiver and receiver and manager of the undertaking, property and assets of the Respondents and not in its personal capacity

Per: _____

Name:

Title:

Schedule "A" to Receiver's Certificate
Sale Property sold to _____, a Purchaser

SCHEDULE B

Encumbrances

A. Personal Property

All registrations under the *Personal Property Security Act* (New Brunswick) and under the *Bank Act* (Canada).

B. Real Property

<u>Item</u>	<u>Encumbrance</u>	<u>Registration No.</u>	<u>Parcel Identifier Number(s)</u>
<u>1.</u>	<u>Farm Credit Canada</u> <u>1133 St. George BLVD SUITE 200</u> <u>Moncton NB</u> <u>E1E 4E1</u> <u>Mortgagee Créancier hypothécaire</u> <u>Collateral Mortgage Hypothèque subsidiaire</u> <u>Carleton 2009-10-06</u>	<u>27860494</u>	<u>10284115</u>
<u>2.</u>	<u>Farm Credit Canada</u> <u>1133 St. George BLVD SUITE 200</u> <u>Moncton NB</u> <u>E1E 4E1</u> <u>Mortgagee Créancier hypothécaire</u> <u>Collateral Mortgage Hypothèque subsidiaire</u> <u>Carleton 2009-10-06</u>	<u>27860494</u>	<u>10153278</u>
<u>3.</u>	<u>Farm Credit Canada</u> <u>1133 St. George BLVD SUITE 200</u> <u>Moncton NB</u> <u>E1E 4E1</u> <u>Mortgagee Créancier hypothécaire</u> <u>Collateral Mortgage Hypothèque subsidiaire</u> <u>Carleton 2018-01-11</u>	<u>37715373</u>	<u>10277069</u>
<u>4.</u>	<u>Farm Credit Canada</u> <u>1133 St. George BLVD SUITE 200</u> <u>Moncton NB</u> <u>E1E 4E1</u> <u>Mortgagee Créancier hypothécaire</u> <u>Collateral Mortgage Hypothèque subsidiaire</u>		<u>10264810</u>

	<u>Carleton 2015-05-06</u> <u>34811720</u>	
<u>5.</u>	<u>Farm Credit Canada</u> <u>1133 St. George BLVD SUITE 200</u> <u>Moncton NB</u> <u>E1E 4E1</u> <u>Mortgagee Créancier hypothécaire</u> <u>Collateral Mortgage Hypothèque subsidiaire</u> <u>Carleton 2018-01-11</u> <u>37715373</u>	<u>10121499</u>

SCHEDULE C

**Permitted Encumbrances
(unaffected by the Vesting Order)**

A. Personal PropertyNone**B. Real Property**

<u>Item</u>	<u>Encumbrance Registration No.</u>	<u>Parcel Identifier Number(s)</u>
<u>1.</u>	<u>Restrictive Covenants/Engagements restrictifs</u> <u>Woodstock NB</u> <u>Restrictive Covenants Engagements restrictifs</u> <u>Deed/Transfer Acte de transfert/Transfert</u> <u>Carleton</u> <u>2014-09-05</u> <u>34143876</u>	<u>10277069</u>
<u>2.</u>	<u>Aliant Telecom Inc.</u> <u>1 Brunswick SQ PO BOX 1430</u> <u>Saint John NB</u> <u>E2L 4K2</u> <u>Easement Holder Titulaire de la servitude</u> <u>Retracement & Plan or Return of Survey Retraceré</u> <u>et plan ou document d'arpentage</u> <u>Carleton</u> <u>1986-01-30</u> <u>156239A</u> <u>New Brunswick Power Corporation</u> <u>515 King ST PO BOX 2000</u> <u>Fredericton NB</u> <u>E3B 4X1</u> <u>Easement Holder Titulaire de la servitude</u> <u>Retracement & Plan or Return of Survey Retraceré</u> <u>et plan ou document d'arpentage</u> <u>Carleton</u> <u>1986-01-30</u> <u>156239A</u> <u>Town of Woodstock</u> <u>824 Main ST</u> <u>Woodstock NB</u> <u>E7M 2E8</u> <u>Easement Holder Titulaire de la servitude</u> <u>Retracement & Plan or Return of Survey Retraceré</u> <u>et plan ou document d'arpentage</u> <u>Carleton</u> <u>1986-01-30</u> <u>156239A</u>	<u>10264810</u>

	<u>Aliant Telecom Inc.</u> <u>1 Brunswick SQ PO BOX 1430</u> <u>Saint John NB</u> <u>E2L 4K2</u> <u>Easement Holder Titulaire de la servitude</u> <u>Agreement Convention</u> <u>Carleton 1992-07-15 543 – 321</u> <u>177178</u> <u>New Brunswick Power Corporation</u> <u>515 King ST PO BOX 2000</u> <u>Fredericton NB</u> <u>E3B 4X1</u> <u>Easement Holder Titulaire de la servitude</u> <u>Agreement Convention</u> <u>Carleton 1992-07-15 543 – 321</u> <u>177178</u>	
3.	<u>Aliant Telecom Inc.</u> <u>1 Brunswick SQ PO BOX 1430</u> <u>Saint John NB</u> <u>E2L 4K2</u> <u>Easement Holder Titulaire de la servitude</u> <u>Agreement Convention</u> <u>Carleton 1974-08-08 247 – 783</u> <u>123526</u> <u>New Brunswick Power Corporation</u> <u>515 King ST PO BOX 2000</u> <u>Fredericton NB</u> <u>E3B 4X1</u> <u>Easement Holder Titulaire de la servitude</u> <u>Agreement Convention</u> <u>Carleton 1974-08-08 247 – 783</u> <u>123526</u>	<u>10121499</u>

Schedule 4A

Draft Sealing Order

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

SEALING ORDER

THIS APPLICATION, made by the Applicants for an Order i) appointing Ernst
& Young Inc., as Court appointed Receiver and Receiver and Manager (the

"Receiver") of all of the undertaking, property and assets of the Respondents save and except certain excluded Property; ii) for an order approving the sale transaction (the "**Transaction**"); and iii) this sealing order was heard this 26th day of June, 2020 at 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 other parties in attendance;

IT IS HEREBY ORDERED THAT:

1. The Confidential Supplemental Report of the Proposed Receiver dated June 22, 2020 shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope and shall only be opened after the completion of the Receivership provided that the Receiver may release parts of the Confidential Supplemental Report or the attachments thereto following completion of the Transaction, or parts thereof, or the sale of Residual Property provided the recipient of such material executes a confidentiality agreement in form and substance acceptable to the Receiver.
2. Any person affected by this Order which did not receive notice in advance of the hearing of the application may apply to this Court to vary or amend this Order within ten (10) days of such Person being served with a copy of this Order or becoming aware of the Order.

Dated at Saint John, New Brunswick, this _____ day of June, 2020.

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

Schedule 4B

Comparison of Draft to Schedule “D” to Notice of
Application

-Court File No.:_____.: SJM-46-2020

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

SEALING ORDER

THIS APPLICATION, made by the Applicants for an Order i) appointing Ernst & Young Inc., as Court appointed Receiver and Receiver and Manager (the "Receiver") of ~~certaintall~~ of the undertaking, property and assets of the Respondents ~~(the "Debtors")~~; ~~and save and except certain excluded Property~~; ii) for an order approving the sale transaction (the "Transaction"); ~~and iii) this sealing order~~ was heard this ~~___~~th26th day of June, 2020 at ~~_____~~, ~~_____~~, Saint John, New Brunswick.;

ON READING the ~~[affidavit]~~ 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 ~~Report and~~ 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 Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, ~~[Applicants, the Respondents and counsel for those]~~ the other parties ~~appearing as indicated by the counsel sheet,~~ no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~ sworn ~~[DATE]~~ filed in attendance:

IT IS HEREBY ORDERED THAT:

1. The Confidential Supplemental Report of the Proposed Receiver dated June ~~___~~,22, 2020 shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope and shall only be opened after the completion of the Receivership provided that the Receiver may release parts of the Confidential Supplemental Report or the attachments thereto following completion of the Transaction, ~~or parts thereof~~, or the sale of Residual Property provided the recipient of such material executes a confidentiality agreement in form and substance acceptable to the Receiver.
2. ~~DATED~~Any person affected by this Order which did not receive notice in advance of the hearing of the application may apply to this Court to vary or

amend this Order within ten (10) days of such Person being served with a copy of this Order or becoming aware of the Order.

Dated at Saint John, New Brunswick, this ____ day of June, 2020._

Judge

The Honourable Justice Darrell J. Stephenson

Justice of the Court of Queen's Bench of New Brunswick