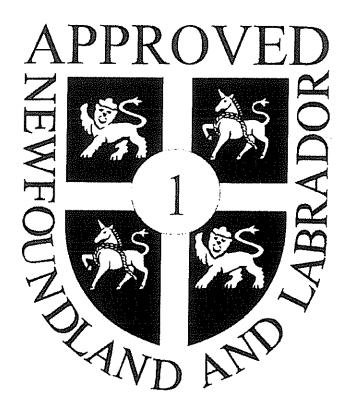
# SLAUGHTERHOUSE CONSTRUCTION GUIDE





**Natural Resources** 

#### **Construction Guide**

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#### 1. INTRODUCTION TO PROGRAM

This Guide has been produced to assist abattoir owners in the construction and operation of abattoirs licensed by the provincial Department of Natural Resources (Agrifoods Branch). Under the *Meat Inspection Act* and Regulations, all slaughter facilities (except those used strictly for the provision of meat to the operator and the operator's family) must be licensed. Licensed slaughterhouses will be issued a permit that must be displayed in the premises. Individual animal inspection will only be provided to slaughterhouses where the daily kill is scheduled to be at least 5 cattle, or 10 sheep, or 10 hogs, or 50 poultry.

This program is operated jointly by the Government Services Centre (Department of Government Services and Lands) and this Department's Animal Health Division and is carried out by the Environmental Health Officers and Agricultural Inspector of the GSC with the professional support of the Regional and Poultry Veterinarians. the Food Quality Laboratory, the Director, and other Departmental staff.

Carcasses inspected through this program will bear the inspection legend either stamped directly onto the meat, as a poultry breast tag or on labelling used to market the product.

Participants are encouraged to contact the Director if they have any recommendations on how the program can be improved. Contact personnel are as follows:

### 1. Environmental Health Officers & Agricultural Inspectors

Local Government Services Centre office (see phone book under Department of Government Services & Lands).

#### 2. Regional & Poultry Veterinarians

Eastern Avalon: 729-6879

Western Avalon: 945-3007

Clarenville, Central & Burin: 466-2808

West Coast: 686-2672

- 3. Animal Health Laboratory (St. John's) 729-0230
- 4. Food Safety Specialist (St. John's) 729-7674
- 5. Director of Animal Health (St. John's) 729-6879
- 6. Labrador Region All inquiries from Labrador should be directed through the Agricultural Representative in Goose Bay (896-3405).

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#### 1.1 INITIAL PROCEDURE

Before the construction or remodelling of an abattoir can begin. the following must be done:

- 1. Visit the office of the municipality in which the abattoir will be built to find out if they have any bylaws on the permitted location of such a facility and acceptable methods of waste and sewage disposal;
- 2. Contact the local Government Services Centre (Environmental Health Officer) to find out what other regulations must be complied with, including those of the *Meat Inspection Act*. Permits are issued based on the review made by these inspectors.

For those considering a new abattoir, a few sample plans are available from this department. Sample layouts are included in this Guide (Section 1.3).

#### 1.2 DESIGN CRITERIA

The following should be considered when designing a new abattoir or remodelling an existing one:

- 1. Size anticipated volume:
- 2. Growth consider possible expansion;
- 3. Livestock class and number of animals:
- 4. Type of trade retail, wholesale, custom kill;
- 5. Product flow eliminate cross contamination;
- 6. Waste disposal facilities;
- 7. Lot size traffic flow inside and outside:
- 8. Site surrounding land use;
- 9. Compatibility closeness of neighbours, landscaping, etc.;
- 10. Cost proposal and limitations.

### 2. CONSTRUCTION AND DESIGN STANDARDS

The following sections explain the design concerns for this program. In all cases, questions should be directed to the Inspectors before making any final decisions.

#### 2.1 SITE AND LOCATION

An abattoir shall be located at a site which is free from conditions that interfere with its sanitary operation. These include, but are not limited to:

- 1. Reasonable offset from barnyards, stables, dead meat (rendering) operations, waste disposal facilities and offensive trades;
- 2. Reasonable offset from any source of pollution or place that harbours insects, rodents or other vermin likely to cause meat or meat products to become contaminated:
- Reasonable offset from residential property;
- 4. Specific environmental regulations imposed by the provincial government.

NOTE: "Reasonable Offset" being equivalent to 100 metres (2780 feet) unless otherwise determined by the inspector.

#### 2.2 FLOORS

#### 2.2.1 GENERAL

All floors shall have the following characteristics, unless otherwise noted in Section 2.2.2:

- 1. Floors shall be constructed of smooth, hard, impervious material (e.g. concrete) to prevent the build-up of dirt and other particles harmful to meat production processes, and to provide a surface which is easily cleanable:
- 2. Floors shall be sloped to drain 1 2 % in killing, dressing, cooling, processing and shipping areas to aid in cleaning operations and to ensure that each waste is directed to the proper waste facility (see exception section 2.2.2 item 1);
- 3. Floor/wall joints shall be covered and sealed for ease of cleaning and maintenance;
- 4. Drains shall have a minimum 100 mm (4in) inside diameter and be vented and trapped. Venting allows the waste material to flow freely while a trapped pipe prevents the back-up of bad odours when the drain is not in use:
- 5. Metal grates over drain inlets shall provide a minimum of 0.025 sq.m (40 sq.in) of free space (i.e. the total area in between the gratings);
- 6. Drains shall be directed to a suitable waste facility;

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- 7. A catch basin is required in the kill room floor plumbing in order to keep solid materials out of the waste system, unless an alternative system is in place;
- 8. Sawdust is not acceptable as a floor covering. Sawdust acts as a mechanism for build-up of bacteria and dirt. making it more difficult to clean the floors.

#### 2.2.2 KILL FLOORS, COOLERS AND PROCESSING ROOM FLOORS

- 1. Cooler floors may be approved without drains if sanitary conditions can be assured;
- 2. Floors should be trowelled smooth to aid in cleaning. (It is also recommended that they be acid treated to prevent pores from developing in concrete due to the acids present in fat and grease);
- 3. Holding pens, livestock alleys and knocking boxes shall have a floor of rough trowelled concrete or equivalent non-slip cleanable material to provide secure footing for the animals.

#### 2.3 WALL CONSTRUCTION AND FINISHES

#### 2.3.1 GENERAL

All walls shall have the following qualities unless otherwise noted:

- 1. Level, smooth and crack free (to prevent build-up of dirt);
- 2. Hard (to prevent damage from the impact of an animal carcass);
- 3. Free of flaking paint;
- 4. Impervious to liquid and solid residue (to prevent contamination from adjacent rooms);
- 5. White or light coloured (to promote sanitation);
- 6. Wall/ceiling joints should be coved and sealed;
- 7. All ledges should slope down towards the floor at an angle of 45° (to prevent the build-up of dirt);
- 8. All joints shall be sealed.

#### 2.3.2 OUTSIDE OPENINGS

All outside openings shall be screened sufficiently to prevent entry of insects, debris, etc.

#### 2.3.3 **DOORS**

1. All doors which livestock must pass through should be at least 1.22 metres (4 ft) wide;

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2. Doors connecting to the kill floor should be smooth, hard, level, crack free and impervious to liquid and solid residues (e.g. metal clad doors).

#### 2.3.4 WINDOWS

Window ledges should slope into the room at an angle of at least 45° or be flush with the inside wall.

#### 2.4 CEILINGS

#### 2.4.1 GENERAL

- 1. Ceilings shall be constructed of easy to clean material;
- 2. Ceilings shall be sufficient height to retain carcasses at least 45 cm (18 in) off the floor:
- 3. Ceilings shall be impervious to liquid and solid residue;
- 4. Ceilings shall be white or light coloured to promote sanitation;
- 5. Ceilings shall be designed and constructed to eliminate "drip" on carcasses or meat products from condensation;
- 6. All beams, rails, light fixtures and other places where dust or dirt might collect shall be regularly cleaned and sanitized.

NOTE: a closed-off ceiling is preferable.

#### 2.4.2 RAIL CLEARANCE

Rail clearance should be such that product remains a minimum of 305 mm (1ft) from walls and pillars. For larger carcasses we recommend rails be 914 mm (3 ft) from walls or pillars with 1220 mm (4 ft) between rails. For smaller carcasses we recommend rails be 610 mm (2 ft) from walls and pillars with 915 mm (3 ft) between rails.

#### RECOMMENDED RAIL HEIGHTS:

Type of Livestock	Bleeding	Dressing	Coolers
Cattle	3.7m (12'2")	3.1m (10'2")	3.1m (10'2")
Calves	2.7m (8'10')	2.4m (7'10")	2.4m (7'10")
Sheep & Goats	2.4m (7'10")	2.0m (6' 7")	2.0m (6'7")
Swine	2.6m (8'6")	3.1m (10'2")	2.4m (7'10")*

<sup>\*</sup> When heads are not removed from dressed carcasses 2.7m (8'10") distance is recommended.

The purpose of designating rail heights is to assure that the free space between the floor and the head of the carcass is not less than 45 cm (18 in).

#### 2.5 LIGHTING

#### 2.5.1 GENERAL

Lighting requirements for rooms are as follows:

- 1. Lighting should not change the normal colour of meat products. Normal non-colour corrected light (e.g. fluorescent light) has been found acceptable:
- 2. All rooms shall have a light intensity of at least 200 lux:
- 3. Lighting at table surfaces for processing meats shall have an intensity of 500 lux;
- 4. Lighting at inspection stations shall have an intensity of at least 800 lux;
- 5. Light sources and fixtures shall be designed and situated as to not be a potential source of contamination to meat products;
- 6. Lights shall be covered with non-breakable covers.

NOTE: The above required light intensities are to exist at the level which work is conducted. Otherwise, the reading shall be taken one metre above the floor elevation.

#### 2.6 VENTILATION

#### 2.6.1 GENERAL

Adequate ventilation is required to provide a proper environment to inspect, handle, and protect meat products. The following conditions shall be met:

- 1. Air flow shall be in the opposite direction of product flow (i.e. from cleaner to dirtier areas of the abattoir to prevent the cleaner product from becoming contaminated by the dirtier product);
- 2. Condensation on interior walls or ceilings is not permitted;
- 3. A wall fan is required in the kill room to ensure air flow from cleaner to dirtier areas at a rate of five air exchanges per hour.

#### 2.7 DRY STORAGE AREA

A dry storage area shall be provided if necessary. The dry storage room shall have the following characteristics:

1. Room(s) shall provide protected storage for supplies and equipment not in immediate use;

- 2. Room(s) shall be constructed so as to be readily maintained in a clean and sanitary condition;
- 3. A minimum size of 2.44 m x 2.44 m (8 ft x 8 ft) is recommended.

#### 2.8 WATER SUPPLY

An adequate supply of water under pressure shall be provided in all abattoirs. The operator is responsible for the water supply and must assure that the following conditions are satisfied:

- 1. The water is safe for bacterial levels in accordance with current Canadian Drinking Water Guidelines;
- 2. An adequate supply of running hot water (minimum 82° C, I 79.6°F) shall be provided.
- 3. High pressure hot water cleaning units are recommended for larger abattoirs;
- 4. For abattoirs involved in year round slaughtering, water quality analysis shall be carried out every month for private supplies and ever six months for municipal supplies. For seasonally operated abattoirs water quality analysis shall be conducted and approved before any meat processing operations can start.
- 5. Water in scalding tanks for hogs shall be maintained at a minimum of 59 60°C (138.2 140°F).

### 2.9 SEWAGE DISPOSAL/EMPLOYEE FACILITIES

Sewage disposal systems, whether private or municipal, shall be provided at all abattoirs. These systems are subject to regulatory requirements imposed by the Government Services Centre and the municipality in which the abattoir is located. The sewage disposal system must have the following characteristics:

- 1. Water carried toilet facilities shall be available within the abattoir or close at hand. In larger abattoirs they shall be within the building;
- 2. Toilet drainage systems may join slaughter and processing drainage systems, but will require backflow traps to prevent back-up of odours and wastes.

Washrooms present within an abattoir should have the following:

- 1. Hands free faucets to discourage transmission of contaminants:
- 2. Dispensable germicidal soap:
- 3. Hot and cold running water;

- 4. Adequate ventilation;
- 5. Shall not open directly onto areas where animals are slaughtered or where meat or meat products are chilled, stored, cut, handled, processed or prepared.

#### 2.10 REFRIGERATION OF EDIBLE MEAT PRODUCTS

A chill room shall be provided for chilling carcasses. Other refrigerated facilities (i.e. freezers and temperature controlled processing rooms) should also be provided. The maximum time that a carcass should be in the kill room after bleeding and before entering the chill room is 35 minutes.

Temperature requirements are:

- 1. Coolers less than 4°C (40°F):
- 2. Freezers less than 18°C (0°F):
- 3. Processing Rooms less than 10°C (50°F)

Entry of carcasses into the coolers, freezers and processing rooms must not cause the temperature to rise above the specified temperatures.

Spacing and material requirements:

- 1. Holding cooler shall be sized proportionate to kill. In order to keep contamination between carcasses to a minimum, hot and cold carcasses, as well as different species should not come into contact:
- 2. Provision shall be made for adequate air flow around the product packages to ensure rapid and complete freezing;
- 3. To prevent the carcasses becoming contaminated from harmful substances on the walls, as well as causing contamination between carcasses, all rails shall be 610 mm (2 ft) from walls or pillars with at least 914 mm (3 ft) between rails. Wild game to be kept in coolers shall be clearly separate from inspected product and shall not pose a risk from odours or contact contamination;
- 4. All doors and door jambs should be non-corrosive, impervious to liquid and solid residue (e.g. rust resistant metal cladding).

### 2.11 REFRIGERATION - CONDEMNED AND INEDIBLE PRODUCTS

A refrigerated storage room (maximum temperature of 4° C, 40° F) shall be provided for condemned and inedible material except where arrangements are made to dispose of such material in one of the methods described in Section 2.13. Disposal shall occur after each days' kill when refrigerated storage is not provided. During the day all condemned and inedible material shall be stored in clean, properly identified containers with lids (e.g. metal, high density plastic, fibreglass).

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The intent of this requirement is to ensure that condemned and inedible products are handled in such a manner that sanitary conditions will be maintained and these products will not have an effect on the edible products. It is recognized that local assessment and decision may be necessary.

#### 2.12 HIDE STORAGE

A hide storage room is not considered necessary when hides are disposed of appropriately. However, it is required in larger volume abattoirs where hide preparation and processing is undertaken. This room shall be maintained in good sanitary condition.

If there is any intention to tan the hides, the Government Services Centre will have to review the risks associated with the chemicals involved.

#### 2.13 SOLID AND LIQUID WASTE

If liquid wastes are less than 4500 litres (1000 gallons) per day, the preferred means of disposal is through a septic tank to a disposal field; if greater than 4500 litres (1000 gallons) per day, it should pass through the municipal sewage system. Effluent disposed into sewage systems, whether private or municipal, shall meet the regulations imposed by the Government Services Centre. An approved method of blood disposal shall be employed as blood shall not be discharged into such a system (e.g. a blood pit or trough directed to a retention tank by pump). Alternatives for the proper disposal of offal include:

- 1. A rendering plant if no cattle or sheep offal is present;
- 2. A municipal landfill. Check your local area to see if they will take the material.
- 3. Composting, or least desirably;
- 4. On-site disposal (e.g. backhoe trench).

Disposal on-site must be approved by the Government Services Centre. The site shall be a minimum of 150 feet (45.72m) from streams and ponds, 250 feet (76.2m) from wells, not subject to leakage and limed before covering.

#### 2.14 PRE-SLAUGHTER HOLDING

All abattoirs that hold animals prior to slaughter shall provide holding pens that have:

- 1. Hard surface non-slip floors;
- 2. Easy clean construction;
- 3. Protection from the weather (i.e. enclosed with a roof and walls):
- 4. Adequate room to facilitate the performance of ante-mortem examination:
- 5. Adequate drainage, lighting and ventilation;

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6. No sharp projections or obstruction that may injure an animal.

An electrical prodused in assembling or moving animals for the purpose of slaughter shall not be applied to the peri-anal region of an animal. Animals shall not be assembled in such a manner that causes over-crowding or exposes the animal to injury.

NOTE: If the amount of production does not warrant a special room for pre-slaughter holding, the ante-mortem examination can be performed on the kill floor.

#### 2.15 INSPECTOR'S OFFICE

The decision as to whether or not an inspector's office is necessary in small abattoirs will be made by the Government Services Centre in consultation with the Department of Natural Resources.

In larger abattoirs, secure office space shall be provided for the sole use of the inspector for the preparation and keeping of official records and storage of stamps and other official materials as required. A minimum office space of 9.3 sq. m (100 sq. ft.) shall be provided for one inspector and an additional 1.4 sq. m (15 sq. ft.) for each additional inspector. The inspector's office shall contain a desk, chair, filing cabinet, clothing locker and telephone.

#### 2.16 SHIPPING AND RECEIVING DOCK

Shipping and receiving areas shall be designed to minimize the entry of insects and debris. During shipping and receiving, the internal environment shall be maintained at a constant temperature level while offering protection from the elements. The designation of a shipping and receiving area will depend on volume of business.

#### 2.17 PROCESSING AREAS

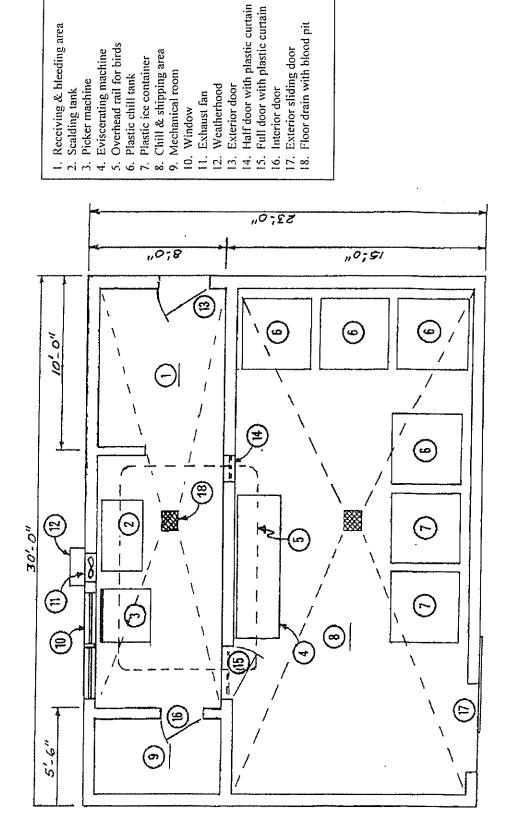
Processing areas shall be equipped to accommodate the particular process or processes therein. Adequate separation shall be provided where incompatible processes are involved; adequate ventilation and temperatures of 10° C (52° F) or below should be maintained.

#### 2.18 EQUIPMENT CONSTRUCTION

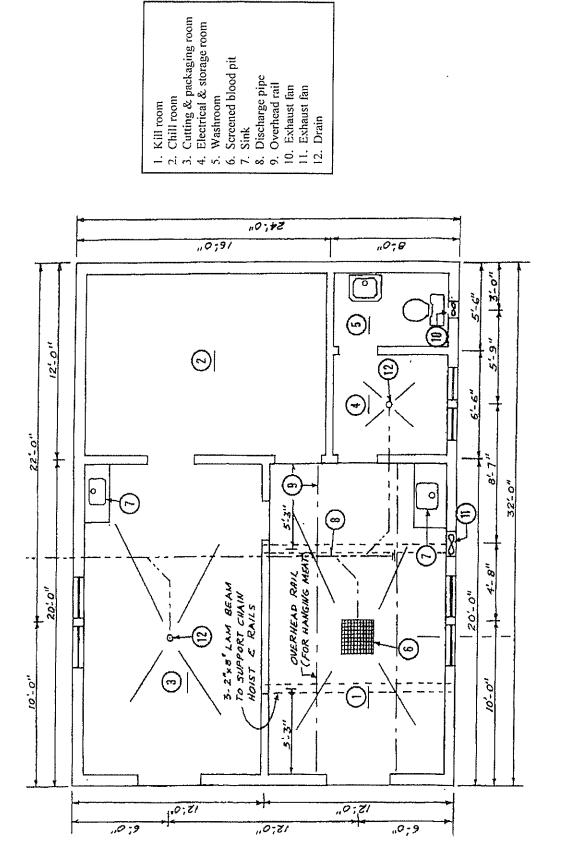
Equipment shall be constructed of non-corrosive and non-absorbent material that will not impart any undesirable or toxic qualities to meat products coming into contact with it. The material shall be smooth, free from pits, crevices and scales, easily cleaned and sanitized and be technically suitable for the intended purpose. Unpainted wood surfaces are unacceptable. The following shall be provided dependent upon the volume of slaughter:

- I. An inspection rack or table for heads in small abattoirs a portable table will be provided by the Inspectors;
- 2. A viscera inspection trolley or table for beef and hogs in small abattoirs a portable table will provided by the Inspectors;
- 3. An approved hoist;

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SAMPLE FLOOR PLAN - POULTRY ABATTOIR



SAMPLE FLOOR PLAN - RED MEAT ABATTOIR

- 4. A knife and saw sterilizer
- 5. Remote controlled hand washing facilities on the kill floor (knee, foot, or electronically controlled) are recommended for larger abattoirs;
- 6. Pressure hose for washing floors, walls, ceilings and equipment:
- 7. All abattoirs shall provide clean, acceptable, rubberized or plastic aprons or coveralls and rubber footwear (abattoir use only) for employees on the kill floor;
- 8. Rail equipment (gambrels, rollers, trees, hooks) require constant sanitizing, derusting and coating with edible oil;
- 9. Cutting boards shall be made of shatterproof, non-toxic plastic which is resistant to abrasion and heat (wooden cutting boards are not acceptable);
- 10. Lead and cadmium are unacceptable as equipment materials;
- Working platforms must be of rust resistant metal that may be readily maintained in a clean and sanitary condition;
- 12. Contact surfaces of tables, benches, blocks and containers for meat intended for food shall not be wood and shall be of an approved rust resistant material and free of cracks and crevices;
- 13. Containers for the storage of inedible offal, meat that is not food, condemned material and refuse shall be of suitable metal, plastic or fibreglass construction and covered with insect-proof covers of the same construction. Containers that hold inedibles shall be labelled.

#### 2.19 SPECIAL REQUIREMENTS FOR POULTRY PROCESSING

All regulations mentioned thus far are applicable to any abattoir that kills and processes poultry. There are however some additional regulations which must be met when processing poultry as follow.

#### 2.19.1 POULTRY RECEIVING AND HOLDING ROOMS

Such rooms shall be designed to accommodate the unloading of poultry and storage of crates under cover. Birds dead on arrival and those condemned after ante-mortem inspection shall be stored in acceptable containers described in Section 2.18, paragraph 14. Bleeding time shall not be less than ninety seconds and blood shall be restricted to this area, separate from holding areas and the scalding tank. Blood shall be disposed of by the methods described in Section 2.13.

#### 2.19.2 SCALDING AND DEFEATHERING ROOMS

Scalding and defeathering processes shall be conducted in a separate room such that dressing processes are not contaminated by feathers or steam and condensation from the scalding tank. The scalding tank must be adequately vented, temperature monitored and provided with a drain for overflow. Scalding

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temperatures shall remain at approximately 60.5° C (140.9° F). All water used in the process of scalding must be from a potable source.

#### 2.19.3 TRANSFER FACILITIES

Defeathered poultry should be transferred to an evisceration line at a rate that does not allow for the accumulation of carcasses. All poultry transferred by a non-mechanised transfer system (e.g. along a stainless steel table) shall be transferred in a manner such that no carcasses touch the same surface before the surface is sanitized. Operators should consider having a suspension system for ease of evisceration and inspection.

#### 2.19.4 WASHING AND SINGEING

Sprays at all washing stations shall be directed to wash the hock surface and the carcass below the hock. Water used for washing birds must be from a potable source. Singeing or finishing facilities shall be provided to remove any remaining feathers from poultry carcasses.

## 2.19.5 EVISCERATION AND INSPECTION

Facilities shall be provided for the removal of inedible portions. The transfer of such inedible portions shall be in a direction opposite to the evisceration sequence.

All product contact surfaces shall be maintained in a clean state.

Satisfactory provision shall be made to permit inspection staff to stop and restart evisceration lines either directly or indirectly if they are mechanized.

The working space at each inspection station shall not be less than 2.44 m (8 ft) in length and shall be for the exclusive use of inspectors and trimmers. Each trimmer shall have access to a knife sanitizer, providing water at  $82^{\circ}$  C (179.6°F) or higher.

Sanitary facilities for washing the inside and outside of carcasses with potable water shall be provided.

Harvesting and preparation of giblets shall be accomplished without delay.

If vacuum guns are employed, the contents of the tank shall discharge directly into the inedible waste section of the establishment.

#### 2.19.6 CHILLING

Chilling systems shall have the capacity to lower the temperature of eviscerated carcasses to 4°C (40°F) within a period of one hour. Water used for chilling birds must be from a potable source. Storage rooms must be capable of holding poultry carcasses at a temperature below 4°C (40°F). All poultry shall be chilled before it is packaged.

All equipment used in the abattoir must be cleanable immediately after any contamination and at the end of the day.

## New Slaughterhouse Process Flow (with land and animals)

Obtain permission from municipality/town council

## Contact an Environmental Health Officer from Service NL

· Will show you where to put your well, septic and building



### Draw your floor plan

- · Show where your equipment is
- Does not need to be scaled (Food Safety Coordinators can help)
- Submit to the Food Safety Specialist (Animal Health) or GF2
   if seeking funding



## Build your slaughterhouse as per Provincial Regulations

• Follow the "Slaughterhouse Construction Guidelines"



## Application for a red or white (or both) meat slaughterhouse license

- Submit your license application to the Food Safety
   Specialist (Animal Health)
  - Declare all species



## EHO will perform an In-Depth Inspection of the facility

- Inspection report will be signed off by the CVO
  - License will be mailed to you
- Display your license in the facility at all times



## Participate in yearly inspections

- As per regulations
- EHO will contact you every year to set up a date and time
  - Mandatory
  - If interested in participating in the voluntary Meat Inspection Program please contact the Animal Health division or Service NL

17. Crown Lands acknowledgment for composting and burial

From: Jennings, Dave

Sent: March 12, 2021 1:41 PM

To: 'troy humber'

Subject: FW: Lease for burial

Hi Troy, please see below.

Dave

----Original Message----

From: Morgan, Tara <taramorgan@gov.nl.ca>

Sent: Friday, March 12, 2021 1:34 PM

To: Jennings, Dave <davejennings@gov.nl.ca>

Subject: RE: Lease for burial

Hi Dave,

Lease #85470 was issued in 1990 as a 50 year agricultural lease and conveyed to Sunshine Investments in 2012. The lease is subject to a variety of terms and conditions, copy attached.

Regarding permission to bury offal on the lease: the purpose of the lease is for "Agriculture" with a reference to livestock in Schedule A. Common and accepted farm practices are included in the scope of the agriculture purpose and would not require any additional approval by the Crown Lands Division to take place on the lease - unless such a requirement is specifically noted in the lease document. To determine what is a common and accepted farm practice, we would defer to our colleagues in your Division to inform us.

There are several conditions that require the lease to adhere to other legislation in place by the Crown and there is nothing in the Lands Act that speaks to burial of offal or other farm practices. As per our discussion, the Crown Lands Division would comment however there may be permits or approvals from other bodies that may be required (ie: Pollution Prevention, DGSNL etc.).

Tara

----Original Message----

From: Jennings, Dave <a href="mailto:davejennings@gov.nl.ca">davejennings@gov.nl.ca</a>

Sent: Friday, March 12, 2021 11:19 AM
To: Morgan, Tara < taramorgan@gov.nl.ca>

Subject: FW: Lease for burial

Hi Tara, the lease number below is the one that Troy wishes to bury offal on.

**Thanks** 

#### Dave

-----Original Message-----

From: troy humber <t\_humber@hotmail.com>

Sent: Friday, March 12, 2021 11:13 AM

To: Jennings, Dave <davejennings@gov.nl.ca>

Subject: Lease for burial

Al85470

Sent from my iPhone

"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."

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8200+150,50

NO. 85470

PROVINCE OF NEWFOUNDLAND

LEASE

FOR AGRICULTURE

Section 5(2) of the Crown Lands Act, Chapter 71 of the Revised Statutes of Newfoundland, 1970 as amended

Elizabeth the Second by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories QUEEN, Head of the Commonwealth, Defender of the Falith,

Deputy Minister of Justice

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW Ye that WE of Our special grace, certain knowledge and mere motion have leased and demised and by these presents do for Us, Our Heirs and Successors, LEASE and DEMISE unto

> Cecil D. Howse of Botwood in the Electoral District of Exploits

in Our Province of Newfoundland (hereinafter called the "Lessee") heirs, executors, administrators and assigns ALL THAT piece or parcel of land described in the attached Schedule B, with the appurtenances, except and reserved nevertheless out of this present lease to the Crown all minerals, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, natural gas, oil and salt in and under the said piece or parcel of land TO HAVE AND TO HOLD the said piece or parcel of land unto the Lessee for the term of 50 YEARS FROM THE day of Course A.D., 1990, SUBJECT to the reservation, terms and conditions in these Presents contained, YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said lease, the sum of \$82.00 per year payable on the '/6 day of act. in each year;

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule A of these presents.

GIVEN under the Great Seal of Our Province of Newfoundland this 10th day of September in the year of Our Lord One Thousand Nine Hundred and Ninety and in the year of our Reign.

WITNESS Our trusty and well-beloved The Honourable James A. McGrath A Member of Our Privy Cou

Lieutenant-Governor of Our Province of Newfoundland

BY HIS HONOUR'S COMMAND

SIGNED

by the Minister of Environment and Lands and the Seal of the Department of Environment and Lands hereunto affixed in the presence of:

ANN MARIE BASTOW

Witness

A Commissioner for Oaths in and for Newfoundland, My Commission expires the 31st, day of December,

SIGNED SEALED AND DELIVERED by the Lessee in the presence of:

Lessee

Minister of Environment and Lands

Minister of

SCHEDULE "A"

1. The Lessee shall clear and cultivate the land hereby demised as follows:

Ten percentum (10%) within two (2) years Twenty-five percentum (25%) within five (5) years Fifty percentum (50%) within ten (10) years Seventy-five percentum (75%) within fifteen (15) years

- 2. The land hereby demised shall be used solely for the establishment and maintenance of agriculture for the term of the lease.
- 3. The rent reserved as set out in this lease shall be subject to review every five years, with the upward revision (if any) not to exceed 100% of the annual amount levied during the immediately preceding year.
- 4. The land hereby demised shall not be assigned or conveyed in whole or in part, without the prior written consent of the Minister of Environment and Lands and then only on such terms as he may prescribe. And it is further agreed that this consent is not required where the whole of the land only is being assigned solely for mortgage purposes.
- 5. The use of the land hereby demised will, for its intended purpose, be subject to and in accordance with all provincial acts and regulations respecting the promotion of efficient agricultural husbandry and environmental control.
- 6. The Lessee will not permit the demised land to be inoperative in its intended purpose for a period in excess of three consecutive years.
- 7. No building or erection shall be undertaken without the prior written consent of the Minister of Environment and Lands. In any event, the Director of Crown Lands must be consulted as to construction and location.
- 8. That this present lease is subject to the condition that the said land shall be holden upon, under and subject to all other regulations under and conditions of The Crown Lands Act, Chapter 71 of The Revised Statutes of Newfoundland, 1970 as amended, and to such regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and subject to all such regulations as are now in force or which may at any time hereafter be made by law for making roads, sewers, drains, canals, bridges or other public works or improvement or cultivation of lands within the Province of Newfoundland or any part thereof and for subjecting any land therein situate, or the owners and occupiers of such land to rates and assessments or other duties and services for the purposes aforesaid, or for any of them AND that the Lessee, heirs, executors, administrators and assigns shall at all times peaceably quit and deliver up possession to the Crown of all such parts of the said land as may be required for the purposes aforesaid or any of them upon receiving compensation (if any) as by any law now in force or hereafter to be made in that respect may be provided.
- 9. That in case the Lessee, the heirs, executors, administrators and assigns shall make default in the performance of any of the provisions or conditions herein contained then this lease shall be null and void and the land hereby leased shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.
- 10. That should the Lessee wish to terminate this lease, the Lessee shall submit notice to that effect to the Minister of Environment and Lands and six months after date of receipt of such notice the herein demised land will revert to the Crown.

SCHEDULE "A" (cont'd)

- The Lessee must obtain the written permission of the nearest Forest Management Unit Officer prior to any land clearing to ensure "merchantable timber" is salvaged (merchantable timber means that portion of a tree crop which can be harvested and marketed on a commercial basis under given economic conditions).
- 12. The Lessee is required to adhere to all environmental guidelines for agriculture development as stipulated by the Department of Environment and Lands.

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#### SCHEDULE " Bo "

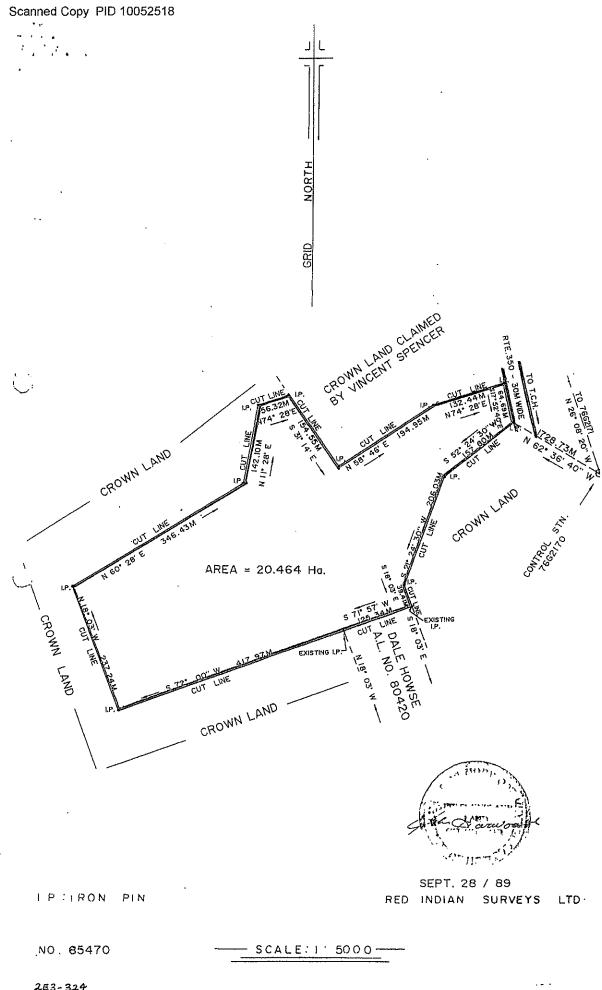
All that piece or parcel of land situate and being at Northern Arm, in the Provincial Electoral District of Exploits, abutted and bounded as follows, that is to say: Beginning at a point which measures One Thousand Seven Hundred Twenty-Eight decimal Seven Three meters on a bearing of North Sixty-Two degrees Thirty-Six minutes Forty seconds West from Control Station 7662170: Thence along Crown Land, South Fifty-Two degrees Twenty-Four minutes Thirty seconds West for One Hundred Fifty-Seven decimal Eight Zero meters; thence along Crown Land, South Twenty-One degrees Twenty-Four minutes Thirty seconds West for Two Hundred Six decimal Zero Three meters; thence along Crown Land, South Eighteen degrees Three minutes East for Thirty-Nine decimal Four One meters; thence along land leased to Dale Howse (A.L. No. 80420), South Seventy-One degrees Fifty-Seven minutes West for One Hundred Twenty-Five decimal Three Four meters; thence along Crown Land, South Seventy-Two degrees Zero minutes West for Four Hundred Seventeen decimal Mine Seven meters; thence along Crown Land, North Eighteen degrees Three minutes West for Two Hundred Thirty-Seven decimal Two Four meters; thence along Crown Land, North Sixty degrees Twenty-Eight minutes East for Three Hundred Forty-Six decimal Four Three meters; thence along Crown Land, North Eleven degrees Twenty-Eight minutes East for One Hundred Forty-Two decimal One Zero meters; thence along Crown Land, North Seventy-Four degrees Twenty-Eight minutes East for Fifty-Six decimal Three Two meters; thence along Crown Land

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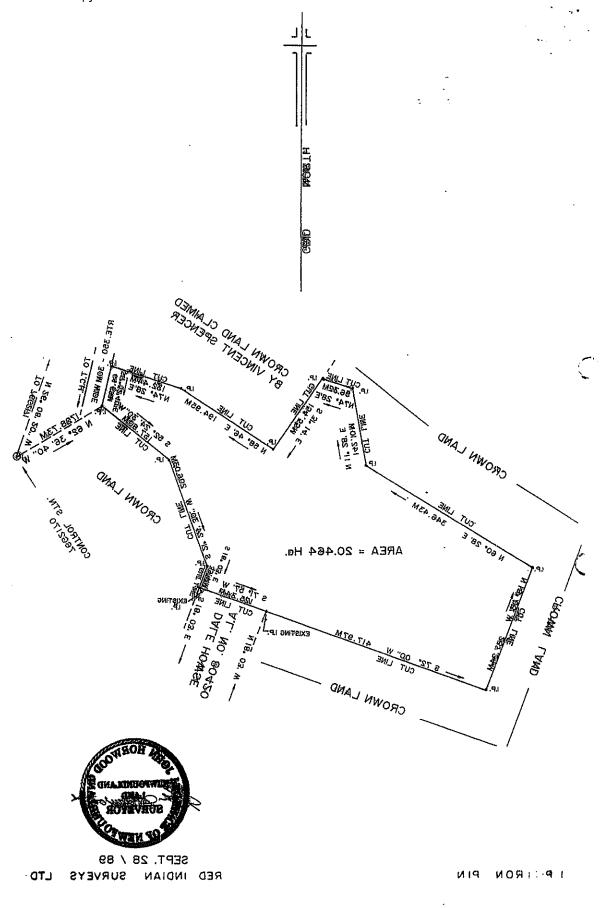
claimed by Vincent Spencer, South Thirty-One degrees Fourteen minutes East for One Hundred Fifty-Four decimal Five Five meters; thence along land claimed by Vincent Spenser, North Fifty-Eight degrees Forty-Six minutes East for One Hundred Ninety-Four decimal Nine Five meters; thence along land claimed by Vincent Spenser, North Seventy-Four degrees Twenty-Eight minutes East for One Hundred Thirty-Two decimal Four Four meters; thence along Route 350, South Seventeen degrees Fifty-Two minutes Forty seconds East for Sixty-Four decimal Six Nine meters to point of beginning and containing in all 20.464 hectares: All bearings are referred to Grid North.

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2E3-324

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NO. 65470

- SCALE:1: 5000

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## Government of Newfoundland and Labrador Department of Environment and Conservation

Lands Branch Central Regional Lands Office

In Reply Please Quote File Reference No.

JUN 27, 2012

2028407

SUNSHINE INVESTMENTS INC. P.O. Box 687 Botwood NL A0H 1E0

Dear Sir/Madam:

RE: Assignment of Lease Number 85470
Transferred from KENT FUDGE to SUNSHINE INVESTMENTS INC.

Enclosed please find the Notice of Assignment for the above noted Lease which has now been finalized.

This document should be retained by you as proof of ownership.

All future correspondence plus annual invoices for rentals will be forwarded to you at the above noted address.

We trust this information is satisfactory.

Yours truly,

Nicole King

LANDS OFFICER

cc. Blackmore Law Office

Andy Wright, Program Manager

Enclosure



## GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Application for Consent and Notice of Assignment of Lease/Licence Lease/Licence Number Receipt Number: Amount: Date Issued: Date: Location of Land: Northern Kent Fudge Lease/Licence Holder hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence unto <u>Sunshine Investments Inc</u> Number \_\_\_\_ 257-4881 AOH IEO P.O. Box 687, Botwood, NL Telephone Number File Number Mailing Address I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be issued. (4) That the following development has taken place on the said Lease/Licence Number \_\_\_\_\_ Type of Building: \_\_\_\_\_ If site not developed, explain why. icence Halder Kent Fudge Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to Minister of Environment and Conservation A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application. Notice of Assignment of Lease/Licence \_ hereby ١. did assign all my/our 20 \_\_\_\_\_ declare that on the\_ day of \_ right, title, and beneficial interest to the said Crown Lease/Licence Number \_\_\_ for the unexpired for the sum of .... residue of the Lease/Licence, together with all buildings and erections hereon. Sworn before me at\_ day of \_ Official Administering Oath as Purchaser(s) for myself/ourselves/my/our executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown \_\_\_\_\_ covenants and conditions therein contained and will keep Lease/Licence Number\_\_\_\_\_ indemnified the Crown from and against all claims and demands in respect thereof. Sworn before me at this \_ day of\_

Purchaser(s)

Official Administering Oath



Government of Newfoundland and Labrador Department of Government Services

## REGISTRY OF DEEDS

## CERTIFICATE OF REGISTRATION

Registration Date:

June 13, 2012

Registration Time:

11:40 AM

Registration Number:

533565

Ten Toyl

Registrar of Deeds

Confirmation Date: June 21, 2012

Receipt Number: 590526NH

Fee Paid:

\$178.00

Consideration:

1.00

Document Type:

Conveyance

Filed By:

Blackmore Law Office

From Parties:

Kent Fudge Georgina Fudge Cyril Fudge

To Parties:

Sunshine Investments Inc.

Location:

Northern Arm

THIS INDENTURE made at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 13 Day of 2012.

BETWEEN:

KENT FUDGE, of Wooddale, in the Province of

Newfoundland and Labrador and GEORGINA FUDGE,

as Administratrix of the Estate of Cyril Fudge

(Hereinafter called "the Assignors")

Of the one part

AND:

SUNSHINE INVESTMENTS INC.

(Hereinafter called "the Assignee")

Of the other part

WHEREAS by way of Crown Lease #85470 dated the 16th day of October, 1990 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "A" attached hereto, for a term of fifty (50) years from the 16th day of October, 1990 and subject to the terms and conditions therein contained;

WHEREAS by way of Crown Lease #98750 dated the 11th day of March, 1994 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and

leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "B" attached hereto, for a term of fifty (50) years from the 11th day of March, 1994 and subject to the terms and conditions therein contained;

AND WHEREAS by way of Indenture of Assignment, with Consents from the Honourable the Minister of Environment and Lands, and dated the 15<sup>th</sup> day of June, 2000 and made between Kitty Howse and the Estate of Cecil Dale Howse as Assignors of the one part and Kent Fudge and Cyril Fudge as Assignees of the other part, the hereinbefore recited Leases, being Lease Nos. 85470 and 98705, were conveyed to Kent Fudge and Cyril Fudge by way of registered Deed of Assignment registered on the 24<sup>th</sup> day of July, 2000 in Roll 1948 Frame 1565;

AND WHEREAS Cyril Fudge died on or about the 28th day of February, 2009;

AND WHEREAS the Honourable the Minister of Environment and Lands has agreed to change the Lessee on the Leases to be in the name of Kent Fudge only;

<u>AND WHEREAS</u> for greater certainty, Georgina Fudge, as Administratrix of the estate of Cyril Fudge has agreed to join in this Indenture;

AND WHEREAS the Assignors herein have now agreed, with the consent of the Honourable the Minister of Environment and Lands, to assign to the Assignee herein the said Leases and all benefits under same, which Consents are attached hereto and marked "C" and "D";

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of One dollar (\$1.00) paid by the Assignee to the Assignors on or before the execution of these presents (the receipt whereof on the part of the Assignors is hereby acknowledged), the Assignors as beneficial owners hereby assign, transfer and convey unto the Assignee; ALL their right, title, interest and estate in and to ALL THOSE pieces or parcels of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador, and being more particularly described in Schedules "A" and "B" attached hereto; TOGETHER WITH all buildings and erections thereon; TO HAVE AND TO HOLD the same unto the Assignee for the remainder of the term of the lease, subject to the payment of the said rental and observance and performance of the Lessee's covenants and conditions in the said Lease contained;

AND the Assignors hereby covenant with the Assignee that notwithstanding any act of the Assignors, the said Leased are good, valid and subsisting Leases, and that the covenants and conditions therein contained have been duly observed and performed by the Assignors up to the day of the date hereof;

AND that notwithstanding as aforesaid, the Assignors now have in their good right, full power and absolute authority to assign the said lands in the manner aforesaid, according to the true intent and meaning of these presents;

AND subject to the said rental and to the Lessees' covenants and the conditions contained in the said Lease, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said Lease and every renewal thereof (if any) for its own use and benefit, without interruption of the Assignors or any other person claiming or to claim by, through or under them.

AND it is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, forever.

<u>IN WITNESS WHEREOF</u> the Assignors and the Assignee have hereunto set their hands and seals the day and year first before written.

# SIGNED SEALED AND DELIVERED by the Assignors in the presence of:-

KENT FUDGÉ

GEORGINA FUDGE as Administratrix of the Estate of

Cyril Fudge

THE CORPORATE SEAL OF the Assignee, in the presence

SHINE INVESTMENTS INC.

Per: Troy Humber

CANADA

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVIT WITH WARRANTIES

- I, Kent Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:
- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- 3. In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - (a) there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

#### 4. I have:

- (a) operated a proprietorship but have not been a partner in a partnership, and I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Worlplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. I am not an employer under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- 7. At the date of execution of the Deed I was not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.1.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

**SWORN TO** at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this Aday of May, 2012 before me:

KENT FUDGE

#### CANADA

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### **AFFIDAVI T WITH WARRANTIES**

- I, Georgina Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:
- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the *Family Law Act*, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am not a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- 3. In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - (a) there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

#### I have not:

- (a) operated a proprietorship, been a partner in a partnership, but I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. I am not an employer under:
  - (a) the Labour Standards Act. RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
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  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 22day of May, 2012 before me:

GÉORGINA FUDGE

J. ...

### ... Schedule "A"

All that piece or parcel of land situate and being at Northern Arm, in the Provincial Electoral District of Exploits, abutted and bounded as follows, that is to say:

Beginning at a point, the said point being distant One Thousand Eight Hundred Forty-Nine decimal Seven Three meters as measured on a bearing of North Seventy-Nine degrees Three minutes Thirty-Three Seconds West from Control Station 7692170;

Thence running along Crown Land, South Seventy-Two degrees Zero minutes Zero seconds West for Five Hundred Fifty-Three decimal Two Seven meters;

Thence running along Crown Land, North Eighteen degrees Three minutes Zero seconds West for One Hundred Eighty-Four meters;

Thence running along Crown Land, North Seventy-Two degrees Zero minutes Zero seconds East for One Hundred Thirty-Five decimal Three Zero meters;

Thence running along land leased to Cecil D. Howse (A. L. Lease No. 85470), South Eighteen degrees Three minutes Zero seconds East for One Hundred meters;

Thence running along land leased to Cecil D. Howse (A. L. Lease No. 85470), North Seventy-Two degrees Zero minutes Zero seconds East for Four Hundred Seventuen decimal Nine Seven meters;

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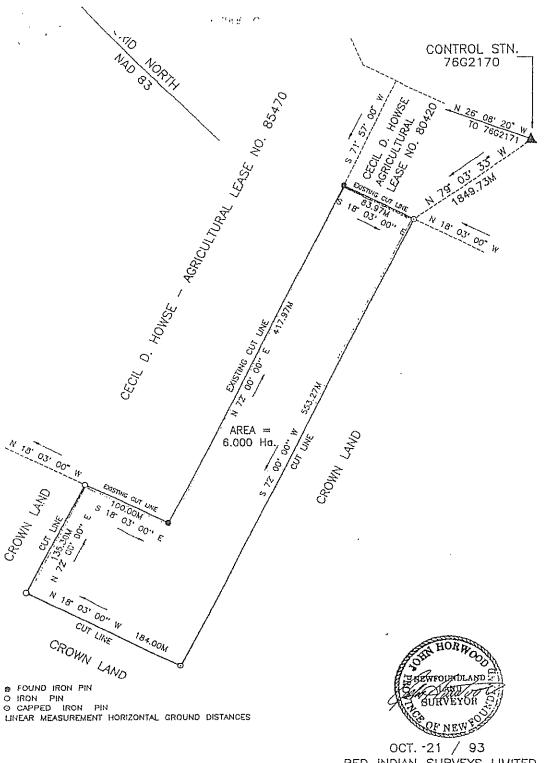
Thence running along land leased to Cecil D. Howse (A. L. Lease No. 80420), South Eighteen degrees Three minutes Zero seconds East for Eighty-Three decimal Nine Seven meters, more or less, to point of beginning.

Containing an area of 6.000 heutares, more or less.

All bearings are referred to the Meridian of Fifty-Six Degrees West Longitude in the Three Degree Modified Transverse Mercator Projection (NAD 83).



H. 3.



RED INDIAN SURVEYS LIMITED

APP. NO. C-98705

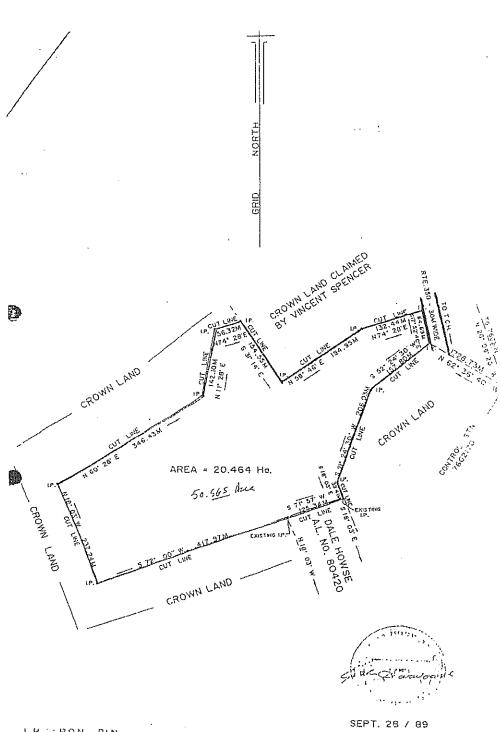
SCALE: 1:3000

### SCHEDULE " B "

All that piece or parcel of land situate and being at Northern Arm, in the Provincial Electoral District of Exploits, abutted and bounded as follows, that is to say: Beginning at a point which measures One Thousand Seven Hundred Twenty-Eight decimal Seven Three meters on a bearing of North Sixty-Two degrees Thirty-Six minutes Forty seconds West from Control Station 76G2170: Thence along Crown Land, South Fifty-Two degrees Twenty-Four minutes Thirty seconds West for One Hundred Fifty-Seven decimal Eight Zero meters; thence along Crown Land, South Twenty-One degrees Twenty-Four minutes Thirty seconds West for Two Hundred Six decimal Zero Three meters; thence along Crown Land, South Eighteen degrees Three minutes East for Thirty-Nine decimal Four One meters; thence along land leased to Dale Howse (A.L. No. 80420), South Seventy-One degrees Fifty-Seven minutes West for One Hundred Twenty-Five decimal Three Four meters; thence along Crown Land, South Seventy-Two degrees Zero minutes West for Four Hundred Seventeen decimal Nine Seven meters; thence along Crown Land, North Eighteen degrees Three minutes West for Two Hundred Thirty-Seven decimal Two Four meters; thence along Crown Land, North Sixty degrees Twenty-Eight minutes East for Three Hundred Forty-Six decimal Four Three meters; thence along Crown Land, North Eleven degrees Twenty-Eight minutes East for One Hundred Forty-Two decimal One Zero meters; thence along Crown Land, North Seventy-Four degrees Twenty-Eight minutes East for Fifty-Six decimal Three Two meters; thence along Crown Land

claimed by Vincent Spencer, South Thirty-One degrees Fourteen minutes East for One Hundred Fifty-Four decimal Five Five meters; thence along land claimed by Vincent Spenser, North Fifty-Eight degrees Forty-Six minutes East for One Hundred Ninety-Four decimal Nine Five meters; thence along land claimed by Vincent Spenser, North Seventy-Four degrees Twenty-Eight minutes East for One Hundred Thirty-Two decimal Four Four meters; thence along Route 350, South Seventeen degrees Fifty-Two minutes Forty seconds East for Sixty-Four decimal Six Nine meters to point of beginning and containing in all 20.464 hectares: All bearings are referred to Grid North.

50. 565 Avr



I P STRON PIN

RED INDIAN SURVEYS LTD

NO. 65470

\_\_ SCALE 1, 2000 ---

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# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Application for Consent and Noti	ce of Assignment of Lea	se/Licence
_ease/Licence Number: 98705	Receipt Number:	41049
Date Issued: <u>March 11 1994</u>		5D.00
Location of Land: Northern Alem	Date: Ma	By 8,2012
I. Kent Fudge Lease/Licence Holder	of Northern Arm.	N
Lease/Licence Holder hereby seek Authority of the Minister of Environment a	ind Conservation to the assig	gnment of Lease /Licence
Number	unto Sunshine Inves	tments Inc. of
P.O. Box 687, Botwood, NI AOH 1EI Mailing Address Postal Code		
I HEREBY DECLARE AS FOLLOWS: (1) The land hat as specified in the Lease/Licence. (2) All the provision fulfilled, so far as applicable. (3) There are no encurs issued. (4) That the following development has taken	abrances or other reasons wind place on the said Lease/Lic	ny this consent should not be ence Number
Bullding Size: Type of Building: _	· · · · · · · · · · · · · · · · · · ·	
If site not developed, explain why.		and the second s
3	IJ-	l of a
Date this day of May	20 12 400	Kent Fudge
Pursuant to the terms and condition of the above refe Assignment requested above and I hereby confirm th	at the tental is baid up to	reby consent to the
Dated at FAMALY this 57	day of	
	To zMinister of	Environment and Conservation
A Fee of One Hundred and Fifty Dollars	-	
Notice of Assigni	ment of Lease/Licence	
declare that on the day of day of	of	hereby
declare that on the day of day of	20 .ease/Licence Number	did assign all my/our
right, title, and beneficial interest to the said Crown L unto	he sum of	for the unexplrac
residue of the Lease/Licence, together with all buildle	uôz suo etecnous Hercour	
Sworn before me at		
this day of	, 20	
Official Administering Oath	Seller(s)	
I/Weexecutors, administers and assigns hereby agree the Lease/Licence Numberindemnified the Crown from and against all claims a Sworn before me at	as Purchaser(s) for mat I/we will during the residual covenants and conditions the red demands in respect there	e of the terms of Crown
this day of	, 20	
		·
Orticial Administering Oath	Purchaser(s)	



# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

		otice of Assignment c		cence
Lease/Licence Number: 85'	+70	Receipt Number:	411	049
Date Issued: Oct. 16_	1990	Amount:	1501	00
Location of Land: Northe	rn Arm	Date:	May '	8,2012_
i. <u>Kent Fudge</u> Lease/Licance Hol		of Northern A	rm N	
hereby seek Authority of the Mil	nister of Environmen	ESUC COUSCIANCEL OF	a 52310111110111	, 0, 1,000,0711100,770
Number	46	unto Sunshine I	nvestmer Assigne	ts Inc. of
Mailing Address	Postal Code	Letebrioue Marines		113 11011023
I HEREBY DECLARE AS FOLI as specified in the Lease/Licen fulfilled, so far as epplicable. (3 issued. (4) That the following	ce. (2) All the provis 3) There are no encu development has tak	umbrances or other reasons in the en place on the said Lea	ons why this ise/Licence i	consent should not be lumber
Building Size:	Type of Building:			
If site not developed, explain w	'hy			
3			111	- <u></u>
Date this 2	day of <u>May</u>	, 20 12_	传入500	sericence Holder Kent Fudge
Pursuant to the terms and con- Assignment requested above a Dated at Sand Cr	this	day of	June	20 /2
A Fee of One Hun	dred and Fifty Dolla	rs (3150.00) must be p	aid with this	application.
	=	nment of Lease/Lice		
I,declare that on the		ot	20	did accion all mylour
declare that on the right, title, and beneficial intereunto residue of the Lease/Licence,	est to the said Crown	Lease/Licence Number	20	for the unexpired
residue of the Lease/Licence,	together with all bulk	dings and erections here	on.	
Sworn before me at				
this	day of	, 20		
Official Administering Oath		Saller(s)		
I/W6		as Purchaser(s)	for myself/or	irselves/my/our
executors, administers and as Lease/Licence Numberindemnified the Crown from a	- alama basahu aacaa t	that I/we will during the re- covenants and condition	esidue of the ons therein c	terms of Grown ontained and will keep
indernrilfied the Crown from a Sworn before me at	no against all claims	—————————————————————————————————————	HIGI GUI.	
this	day of	. 20		
Official Administration College		Purchaser(s	<u></u>	
Official Administering Oeth		) Citalingality	-,	



### Government of Newfoundland and Labrador Department of Environment and Conservation

Lands Branch Central Regional Lands Office

In Reply Please Quote File Reference No.

JUN 27, 2012

2028407

SUNSHINE INVESTMENTS INC. P.O. Box 687 Botwood NL A0H 1E0

Dear Sir/Madam:

RE: Assignment of Lease Number 98705
Transferred from KENT FUDGE to SUNSHINE INVESTMENTS INC.

Enclosed please find the Notice of Assignment for the above noted Lease which has now been finalized.

This document should be retained by you as proof of ownership.

All future correspondence plus annual invoices for rentals will be forwarded to you at the above noted address.

We trust this information is satisfactory.

Yours truly,

Nicole King LANDS OFFICER

cc. Blackmore Law Office

Andy Wright, Program Manager

Enclosure



## GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Department of Environment and Conservation Application for Consent and Notice of Assignment of Lease/Licence Receipt Number: Lease/Licence Number: Date Issued: March Amount: Location of Land: Arm NL Mailing Address of <u>Northern</u> Kent Fudge Lease/Licence Holder hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence unto Sunshine Investments Inc 303°85 257-4881 P.O. Box 687, Botwood, NL \_AOH 1EO File Number Postal Code Mailing Address I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be issued. (4) That the following development has taken place on the said Lease/Licence Number Building Size: \_\_\_\_\_ Type of Building: \_\_\_\_ If site not developed, explain why. Date this icence Holder Kent Fudge Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to Minister of Environment and Conservation A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application. Notice of Assignment of Lease/Licence hereby \_\_\_ did assign all my/our declare that on the\_\_\_\_ day of right, title, and beneficial interest to the said Crown Lease/Licence Number \_\_\_ \_\_ for the unexpired for the sum of \_\_\_\_\_ residue of the Lease/Licence, together with all buildings and erections hereon. day of \_\_\_\_\_ Official Administering Oath as Purchaser(s) for myself/ourselves/my/our executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown covenants and conditions therein contained and will keep Lease/Licence Number\_\_\_\_\_ indemnified the Crown from and against all claims and demands in respect thereof. Sworn before me at \_\_ day of\_\_\_\_

Purchaser(s)

Official Administering Oath



Government of Newfoundland and Labrador Department of Government Services

### REGISTRY OF DEEDS

### CERTIFICATE OF REGISTRATION

June 13, 2012 Registration Date: 11:40 AM **Registration Time:** 

Registration Number: 533565

Tem Toyl

Registrar of Deeds

Confirmation Date: June 21, 2012

Fee Paid:

\$178.00

Receipt Number: 590526NH

Consideration:

1.00

Document Type:

Conveyance

Filed By:

Blackmore Law Office

From Parties:

Kent Fudge Georgina Fudge Cyril Fudge

To Parties:

Sunshine Investments inc.

Location:

Northern Arm

THIS INDENTURE made at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 1) Day of 2012.

BETWEEN:

KENT FUDGE, of Wooddale, in the Province of Newfoundland and Labrador and GEORGINA FUDGE,

as Administratrix of the Estate of Cyril Fudge

(Hereinafter called "the Assignors")

Of the one part

AND:

SUNSHINE INVESTMENTS INC.

(Hereinaster called "the Assignee")

Of the other part

WHEREAS by way of Crown Lease #85470 dated the 16th day of October, 1990 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "A" attached hereto, for a term of fifty (50) years from the 16th day of October, 1990 and subject to the terms and conditions therein contained;

WHEREAS by way of Crown Lease #98750 dated the 11th day of March, 1994 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and

leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "B" attached hereto, for a term of fifty (50) years from the 11th day of March, 1994 and subject to the terms and conditions therein contained;

AND WHEREAS by way of Indenture of Assignment, with Consents from the Honourable the Minister of Environment and Lands, and dated the 15<sup>th</sup> day of June, 2000 and made between Kitty Howse and the Estate of Cecil Dale Howse as Assignors of the one part and Kent Fudge and Cyril Fudge as Assignees of the other part, the hereinbefore recited Leases, being Lease Nos. 85470 and 98705, were conveyed to Kent Fudge and Cyril Fudge by way of registered Deed of Assignment registered on the 24<sup>th</sup> day of July, 2000 in Roll 1948 Frame 1565;

AND WHEREAS Cyril Fudge died on or about the 28th day of February, 2009;

AND WHEREAS the Honourable the Minister of Environment and Lands has agreed to change the Lessee on the Leases to be in the name of Kent Fudge only;

AND WHEREAS for greater certainty, Georgina Fudge, as Administratrix of the estate of Cyril Fudge has agreed to join in this Indenture;

AND WHEREAS the Assignors herein have now agreed, with the consent of the Honourable the Minister of Environment and Lands, to assign to the Assignee herein the said Leases and all benefits under same, which Consents are attached hereto and marked "C" and "D";

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of One dollar (\$1.00) paid by the Assignee to the Assignors on or before the execution of these presents (the receipt whereof on the part of the Assignors is hereby acknowledged), the Assignors as beneficial owners hereby assign, transfer and convey unto the Assignce; ALL their right, title, interest and estate in and to ALL THOSE pieces or parcels of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador, and being more particularly described in Schedules "A" and "B" attached hereto; TOGETHER WITH all buildings and erections thereon; TO HAVE AND TO HOLD the same unto the Assignee for the remainder of the term of the lease, subject to the payment of the said rental and observance and performance of the Lessee's covenants and conditions in the said Lease contained;

AND the Assignors hereby covenant with the Assignee that notwithstanding any act of the Assignors, the said Leased are good, valid and subsisting Leases, and that the covenants and conditions therein contained have been duly observed and performed by the Assignors up to the day of the date hereof;

<u>AND</u> that notwithstanding as aforesaid, the Assignors now have in their good right, full power and absolute authority to assign the said lands in the manner aforesaid, according to the true intent and meaning of these presents;

AND subject to the said rental and to the Lessees' covenants and the conditions contained in the said Lease, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said Lease and every renewal thereof (if any) for its own use and benefit, without interruption of the Assignors or any other person claiming or to claim by, through or under them.

AND it is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, forever.

<u>IN WITNESS WHEREOF</u> the Assignors and the Assignee have hereunto set their hands and seals the day and year first before written.

SIGNED SEALED AND DELIVERED by the Assignors in the presence of:-

KENT FUDGÉ

GEORGINA FUDGE as Administratrix of the Estate of Cyril Fudge

HINE INVESTMENTS INC.

THE CORPORATE SEAL OF the Assignee in the presence of:

Per: Troy Humber

#### CANADA

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVI T WITH WARRANTIES

- I, Kent Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:
- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - (a) there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

### 4. I have:

- (a) operated a proprietorship but have not been a partner in a partnership, and I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. I am not an employer under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- At the date of execution of the Deed I was not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets
   and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this Aday of May, 2012 before me:

KENT FUDGE

CANADA

PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVI T WITH WARRANTIES

I, Georgina Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:

- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the *Family Law Act*, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am not a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- 3. In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

### 4. I have not:

- (a) operated a proprietorship, been a partner in a partnership, but I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. I am not an employer under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- 7. At the date of execution of the Deed I was not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

**SWORN TO** at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 22day of May, 2012 before me:

GEORGINA FUDGE

1/ 10

## Schedule "A"

All that piece or parcel of land situate and being at Northern Arm, in the Provincial Electoral District of Exploits, abutted and bounded as follows, that is to say:

Beginning at a point, the said point being distant One Thousand Eight Hundred Forty-Nine decimal Seven Three meters as measured on a bearing of North Seventy-Nine degrees Three minutes Thirty-Three Seconds West from Control Station 7602170;

Thence running along Crown Land, South Seventy-Two degrees Zero minutes Zero seconds West for Five Hundred Fifty-Three decimal Two Seven meters;

Thence running along Crown Land, North Eighteen degrees Three minutes Zero seconds West for One Hundred Eighty-Four meters;

Thence running along Crown Land, North Seventy-Two degrees Zero minutes Zero seconds East for One Hundred Thirty-Five decimal Three Zero meters;

Thence running along land leased to Cecil D. Howse (A. L. Lease No. 85470), South Eighteen degrees Three minutes Zero seconds East for One Hundred meters;

Thence running along land leased to Cecil D. Howse (A. L. Lease No. 85470), North Seventy-Two degrees Zero minutes Zero seconds East for Four Hundred Seventuen decimal Nine Seven meters;

i

HORWOOD THEWFOUNDLAND EN SURVEYOR ST.

1.34

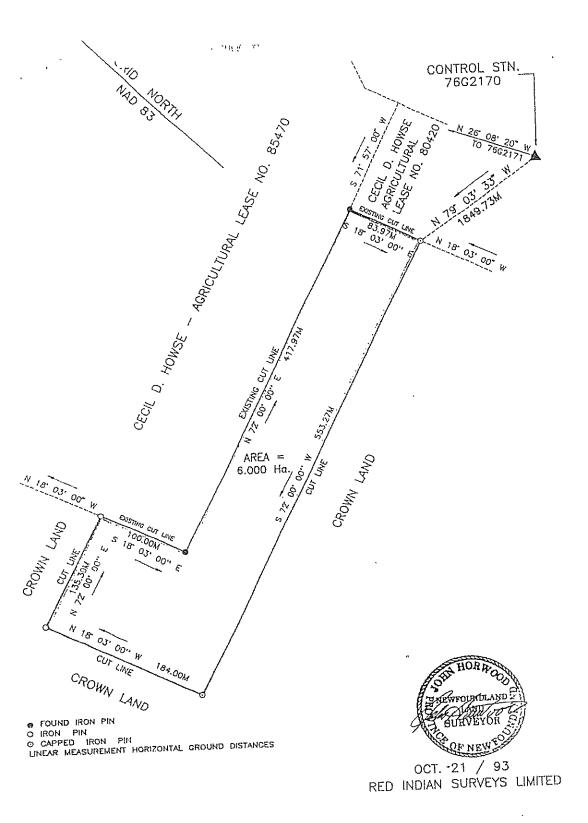
Thence running along land leased to Cecil D. Howse (A. L. Lease No. 80420), South Eighteen degrees Three minutes Zero seconds East for Eighty-Three decimal Nine Seven meters, more or less, to point of beginning.

Containing an area of 6.000 hectares, more or less.

All bearings are referred to the Meridian of Fifty-Six Degrees West Longitude in the Three Degree Modified Transverse Mercator Projection (NAD 83).



H. 3/2 '



APP. NO. C-98705

- SCALE : 1: 3000

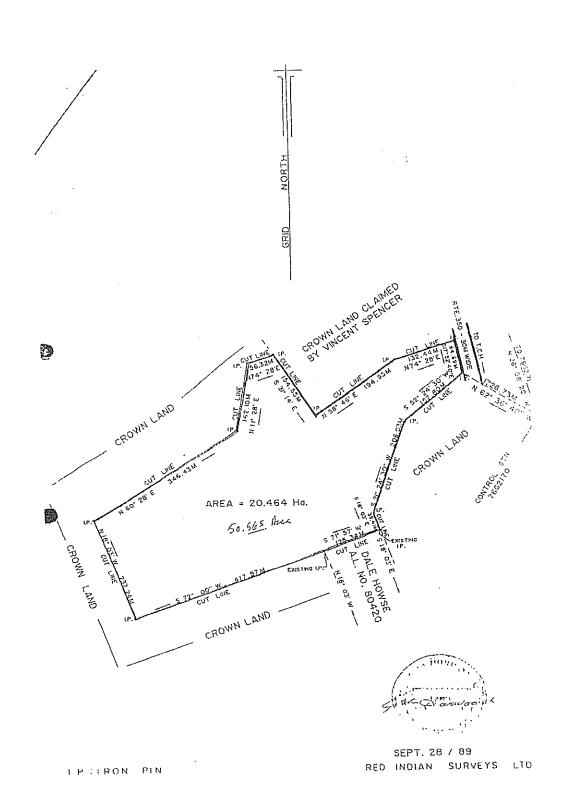
*Y*.

### SCHEDULE " B "

All that piece or parcel of land situate and being at Northern Arm. in the Provincial Electoral District of Exploits, abutted and bounded as follows, that is to say: Beginning at a point which measures One Thousand Seven Hundred Twenty-Eight decimal Seven Three meters on a bearing of Worth Sixty-Two degrees Thirty-Six minutes Forty seconds West from Control Station 7662170: Thence along Crown Land, South Fifty-Two degrees Twenty-Four minutes Thirty seconds West for One Hundred Fifty-Seven decimal Eight Zero meters; thence along Crown Land, South Twenty-One degrees Twenty-Four minutes Thirty seconds West for Two Hundred Six decimal Zero Three meters; thence along Crown Land, South Eighteen degrees Three minutes East for Thirty-Nine decimal Four One meters; thence along land leased to Dale Howse (A.L. No. 80420), South Seventy-One degrees Fifty-Seven minutes West for One Hundred Twenty-Five decimal Three Four meters; thence along Crown Land, South Seventy-Two degrees Zero minutes West for Four Hundred Seventeen decimal Nine Seven meters; thence along Crown Land, North Eighteen degrees Three minutes West for Two Hundred Thirty-Seven decimal Two Four meters; thence along Crown Land, North Sixty degrees Twenty-Eight minutes East for Three Hundred Forty-Six decimal Four Three meters; thence along Crown Land, North Eleven degrees Twenty-Eight minutes East for One Hundred Forty-Two decimal One Zero meters; thence along Crown Land, North Seventy-Four degrees Twenty-Eight minutes East for Fifty-Six decimal Three Two meters; thence along Crown Land

claimed by Vincent Spencer, South Thirty-One degrees Fourteen minutes East for One Hundred Fifty-Four decimal Five Five meters; thence along land claimed by Vincent Spenser, North Fifty-Eight degrees Forty-Six minutes East for One Hundred Ninety-Four decimal Mine Five meters; thence along land claimed by Vincent Spenser, North Seventy-Four degrees Twenty-Eight minutes East for One Hundred Thirty-Two decimal Four Four meters; thence along Route 350, South Seventeen degrees Fifty-Two minutes Forty seconds East for Sixty-Four decimal Six Nine meters to point of beginning and containing in all 20.464 hectares: All bearings are referred to Grid North.

20.



NO. 65470

\_\_\_\_SCALE: 1: 5000\_\_\_

1.3x.



### COVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Application for Consent and Notice of Assignment of Lease/Licence Lease/Licence Number: 98705 Receipt Number: Amount Location of Land: / of Northern Arm Mailing Address hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence unto Sunshine Investments 9092907 257-4881 P.O. Box 687, Botwood, NL AOH 1EO File Number Telephone Number HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be fulfilled. So far as applicable. (3) There are no encumbrances or other reasons why this consent should not be Postal Code issued. (4) That the following development has taken place on the said Lease/Licence Number \_ Type of Building: \_\_\_\_\_ If site not developed, explain why. Date this Kent Fudge Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Tozbinister of Environment and Conservation A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application. Notice of Assignment of Lease/Licence did assign all my/our right, title, and beneficial interest to the sald Crown Lease/Licence Number day of . residue of the Lease/Licence, together with all buildings and erections hereon. Official Administering Oath as Purchaser(s) for myself/ourselves/my/our executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown Sworn before me at Purchaser(s) Official Administering Oath





GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR
Department of Environment and Conservation

Application for Consent and Notice of Assignment of Lease/Licence
85470 Receipt Number
Lease/Licence Number 15000 Amount: 15000
Date Issued: Oct. 16 1990 Amount: 15000  Location of Land: Arthern Arm Date: May 8, 2012
Location of Land: 16thern 17km Date, 17km
of Northern Arm, NL
Lease/Licence Holder hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence
Number of unto Sunshine Investments Inc of
P. O. Box 687, Botwood, NI AOH 1EO 257-4881
Mailing Address
Mailing Address  I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been as specified in the Lease/Licence. (3) There are no encumbrances or other reasons why this consent should not be fulfilled, so far as applicable. (3) There are no encumbrances or the said Lease/Licence Number issued. (4) That the following development has taken place on the said Lease/Licence Number
Building Size: Type of Building:
If sita not developed, explain why.
Date this 2 day of May . 20 12 (£1.55)  Kent Fudge
Date this day of Mdy
Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to  Dated at   Dated at   Assignment requested above and I hereby confirm that the rental is paid up to  Dated at   Assignment requested above and I hereby confirm that the rental is paid up to  Dated at   Assignment requested above and I hereby confirm that the rental is paid up to  Dated at   Assignment requested above and I hereby confirm that the rental is paid up to  Dated at    Dated at   Dated at   Dated at   Dated at   Dated at   Dated at
A Fae of One Hundred and Fifty Dollars (\$150.00) must be paid with this application.
A Fee of One Hundred and Fifty Dollars (Section 2015)  Notice of Assignment of Lease/Licence
ot 20 did assign all my/our
hereby declare that on the day of 20 did assign all my/our night, title, and beneficial interest to the said Crown Lease/Licence Number for the unexpired unto for the sum of for the Lease/Licence, together with all buildings and erections hereon.
unto for the sum of
residue of the Lease/Licence, together with an army
Sworn before me at
this day of, 20
Seller(s)
Official Administering Oath
executors, administers and assigns hereby agree that two will during the total contained and will keep Lease/Licence Number covenants and conditions therein contained and will keep indemnisted the Crown from and against all claims and demands in respect thereof.  Sworm before me at
this day of, 20
(r)is
Purchaser(s)
Official Administering Oath



### Government of Newfoundland and Labrador Department of Environment and Conservation

Lands Branch Central Regional Lands Office

In Reply Please Quote File Reference No.

JUN 27, 2012

2028407

SUNSHINE INVESTMENTS INC. P.O. Box 687 Botwood NL A0H 1E0

Dear Sir/Madam:

RE: Assignment of Lease Number 80420
Transferred from KENT FUDGE to SUNSHINE INVESTMENTS INC.

Enclosed please find the Notice of Assignment for the above noted Lease which has now been finalized.

This document should be retained by you as proof of ownership.

All future correspondence plus annual invoices for rentals will be forwarded to you at the above noted address.

We trust this information is satisfactory.

Yours truly,

Nicole King

LANDS OFFICER

cc. Blackmore Law Office

Andy Wright, Program Manager

Enclosure



## GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

Department of Environment and Conservation Application for Consent and Notice of Assignment of Lease/Licence Lease/Licence Number 80420 Receipt Number: Date Issued: Dan Location of Land: Northern Date: Arm, NL Mailing Address of <u>Northern</u> Kent Fudge Lease/Licence Holder hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence unto Sunshine Investments Inc. P.O. Box 687, Rotwood, NI AOH 1EO Telephone Number Postal Code Mailing Address I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be issued. (4) That the following development has taken place on the said Lease/Licence Number \_\_\_\_ Type of Building: \_\_\_\_\_ Building Size: \_\_\_\_ If site not developed, explain why. day of May Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consume to the Assignment requested above and I hereby confirm that the rental is paid up to A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application. Notice of Assignment of Lease/Licence hereby \_\_\_\_ did assign all my/our \_\_day of\_ declare that on the\_\_\_\_\_ right, title, and beneficial interest to the said Crown Lease/Licence Number for the unexpired residue of the Lease/Licence, together with all buildings and erections hereon. Sworn before me at\_\_\_\_\_ \_\_\_\_\_ day of \_\_\_\_\_ Seller(s) Official Administering Oath as Purchaser(s) for myself/ourselves/my/our executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown Lease/Licence Number \_\_\_\_\_ covenants and conditions therein contained and will keep indemnified the Crown from and against all claims and demands in respect thereof. Sworn before me at \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_ Purchaser(s)

Official Administering Oath



Government of Newfoundland and Labrador Department of Government Services

### REGISTRY OF DEEDS

# CERTIFICATE OF REGISTRATION

Registration Date:

June 13, 2012

Registration Time:

11:40 AM

Registration Number:

533563

Tem Topl

Registrar of Deeds

Confirmation Date: June 21, 2012

Receipt Number: 590526NH

Fee Paid:

\$1,298.00

Consideration:

300,000.00

Document Type:

Conveyance

Filed By:

Blackmore Law Office

From Parties:

Kent Fudge Kimberley Fudge Georgina Fudge Cyril Fudge

To Parties:

Sunshine Investments Inc.

Location:

Forest Access Road Northern Arm

Northern Arm

(and Jack

THIS INDENTURE made at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this | Day of 2012.

BETWEEN:

KENT FUDGE, of Wooddale, in the Province of

Newfoundland and Labrador and KIMBERLEY FUDGE, of

the same place, aforesaid and GEORGINA FUDGE, as

Administratrix of the Estate of Cyril Fudge

(Hereinafter called "the Assignors")

Of the one part

AND:

SUNSHINE INVESTMENTS INC.

(Hereinafter called "the Assignee")

Of the other part

WHEREAS by way of Crown Lease #41322 dated the 19th day of June, 1979 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Eugene Ralph Cooper as Lessee therein of the other part there was demised and leased to the said Eugene Ralph Cooper ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "A" attached hereto, for a term of fifty (50) years from the 19th day of June, 1979 and subject to the terms and conditions therein contained;

AND WHEREAS by way of Notice of Assignment dated the 30th day of October, 1985 and made between Eugene Ralph Cooper as Assignor of the one part and Dale Howse and Kitty Howse, as Assignees of the other part, the hereinbefore recited Lease was conveyed to Dale Howse and Kitty Howse;

WHEREAS by way of Crown Lease #80420 dated the 19th day of January, 1987 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "B" attached hereto, for a term of fifteen (15) years from the 19th day of January, 1987 and subject to the terms and conditions therein contained, as amended to a term of 50 years by Amendment to Lease dated September 9, 1997;

AND WHEREAS by way of Indenture of Assignment, with Consents from the Honourable the Minister of Environment and Lands, and dated the 15<sup>th</sup> day of June, 2000 and made between Kitty Howse and the Estate of Cecil Dale Howse as Assignors of the one part and Kent Fudge and Cyril Fudge as Assignees of the other part, the hereinbefore recited Leases, being Lease Nos. 41322 and 80420, were conveyed to Kent Fudge and Cyril Fudge by way of registered Deed of Assignment registered on the 24<sup>th</sup> day of July, 2000 in Roll 1948 Frame 1565;

AND WHEREAS Cyril Fudge died on or about the 28th day of February, 2009;

AND WHEREAS the Honourable the Minister of Environment and Lands has agreed to change the Lessee on the Leases to be in the name of Kent Fudge only;

AND WHEREAS for greater certainty, Georgina Fudge, as Administratrix of the estate of Cyril Fudge has agreed to join in this Indenture;

AND WHEREAS the Assignors herein have now agreed, with the consent of the Honourable the Minister of Environment and Lands, to assign to the Assignee herein the said Leases and all benefits under same, which Consents are attached hereto and marked "C" and "D";

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of Three hundred thousand dollars (\$300,000.00) paid by the Assignee to the Assignors on or before the execution of these presents (the receipt whereof on the part of the Assignors is hereby acknowledged), the Assignors as beneficial owners hereby assign, transfer and convey unto the Assignee; ALL their right, title, interest and estate in and to ALL THOSE pieces or parcels of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador, and being more particularly described in Schedules "A" and "B" attached hereto;

TOGETHER WITH all buildings and erections thereon; TO HAVE AND TO HOLD the same unto the Assignee for the remainder of the term of the lease, subject to the payment of the said rental and observance and performance of the Lessee's covenants and conditions in the said Lease contained;

AND the Assignors hereby covenant with the Assignee that notwithstanding any act of the Assignors, the said Leased are good, valid and subsisting Leases, and that the covenants and conditions therein contained have been duly observed and performed by the Assignors up to the day of the date hereof;

AND that notwithstanding as aforesaid, the Assignors now have in their good right, full power and absolute authority to assign the said lands in the manner aforesaid, according to the true intent and meaning of these presents;

AND subject to the said rental and to the Lessees' covenants and the conditions contained in the said Lease, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said Lease and every renewal thereof (if any) for its own use and benefit, without interruption of the Assignors or any other person claiming or to claim by, through or under them.

AND it is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, forever.

IN WITNESS WHEREOF the Assignors and the Assignee have hereunto set their hands and seals the day and year first before written.

SIGNED SEALED AND DELIVERED by the Assignors in the presence of:-

KENT FUDGE

KIMBERLEY FUDGE

GEORGINA FUDGE as Administratrix of the Estate of Cyril Fudge

THE CORPORATE SEAL OF

the Assignee, in the presence

SUNSHINE INVESTMENTS INC.

Per: Tkoy Humber

### **CANADA**

# PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVI T WITH WARRANTIES

We, Kent Fudge and Kimberley Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:

- That we are the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchasers named therein (the "Purchasers") and as such, we have personal knowledge of the facts herein set forth.
- The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - We were at least 19 years of age;

We were spouses of each other; (b)

The Property is a Matrimonial Home; (c)

- We have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- We do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;

We agreed to sell our interest in the Property; and

- no other person had any vested rights or any unregistered interest in the Property save (g) in respect to any registered restrictions or covenants that run with the Property.
- In consideration of the Purchasers completing the purchase of the Property, we warrant that: 3.
  - there are no leased chattels affixed to or situate in or on the Property;

any chattels included in the sale of the Property are unencumbered; (b)

- the sale of the Property is not an "Exempt Supply" as defined in the Excise Tax Act, (c) R.S.C. 1985, c. E-15; and
- the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchasers.

#### I, Kent Fudge, have: 4.

operated a proprietorship but I have not been a partner in a partnership and I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the Workplace Health, Safety and Compensation Act, RSNL 1990, c. W-11:

operated any venture required to collect or pay a Provincial tax or royalty; or (b)

made an Assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3.

## I, Kimberley Fudge, have not:

operated a proprietorship, been a partner in a partnership or a director of an Incorporated Company that is or was an employer under the provisions of the Workplace Health, Safety and Compensation Act, RSNL 1990, c. W-11;

operated any venture required to collect or pay a Provincial tax or royalty; or

- made an Assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act, (c) R.S.C. 1985, c. B-3.
- We are residents of Canada within the meaning of the Income Tax Act, R.S.C. 1985 (5th Supp.), and have no present intention of changing this status.
- We are not employers under: 6.
  - the Labour Standards Act, RSNL 1990, c. L-2; or
  - the Revenue Administration Act, SNL 2009, c. R-15.01. (b)
- At the date of execution of the Deed we are not liable for any tax or other debt imposed under: 7.
  - the Revenue Administration Act, SNL 2009, c. R-15.01;

the Excise Tax Act, R.S.C. 1985, c. E-15; or (b)

- the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I. (c)
- To the best of our knowledge, information and belief at the date of execution of the Deed: 8.
- there was no underground oil tank located on the Property, and we have never been aware of any oil leak on the Property, either before or during our ownership;

there were no statutory liens of any kind whatsoever charging or encumbering my assets

and specifically the Property; and

- there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.
- We make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador this Aday of May, 2012 before me:

CANADA

PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

# AFFIDAVI T WITH WARRANTIES

I, Georgina Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:

- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am not a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- 3. In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - (a) there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

### 4. I have not:

- (a) operated a proprietorship, been a partner in a partnership, but I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- I am not an employer under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- 7. At the date of execution of the Deed I was not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador,

this 2 day of May, 2012 before me:

GEORGINA FUDGE

# SCHEDULE "A"

All that piece or parcel of land situate and being at Northern Arm in the Electoral District of Exploits abutted and bounded as follows, that is to say: Beginning at a point in the northwesterly limit of a Forest Access Road, twenty metres wide, the said point being distant one thousand six hundred and forty-seven decimal three seven metres as measured on a bearing of north cighty-two degrees fifty-eight minutes west from Control Monument No. 76G2170; thence running along the said northwesterly limit of the Forest Access Road south seventy-one degrees fifty-seven minutes west sixty decimal zero metres; thence running by Crown lands north eighteen degrees zero three minutes west eighty-two decimal zero seven metres and thence south seventy-one degrees fifty-seven minutes west sixty-five decimal three four metres and thence north eighteen degrees zero three minutes west two hundred decimal zero seven metres and thence north seventy-one degrees fifty-seven minutes east one hundred and twenty-five decimal three four metres and thence south eighteen degrees zero three minutes east two hundred and eighty-two decimal one four metres, more or less, to the paint of beginning and containing an area of 3.0 ha, more or less; all bearings being referred to the meridian of Fifty-six degrees west longitude of the Three Degree Transverse Mercator Projection.



------CROWN LAND I.P. CROWN LAND CROWN LAND 1647.37 m 0408 ACCESS CONTROL MONUMENT FOREST NO. 7662170 LF, IRON PIN ERIC K YATES SURVEYS LTD. : JULY 29, 1986 ¥0. 80420

# Schedule "B"

ALL that piece

or parcel of land situate and being

\_\_near Northern Arm in the Electoral District of Exploits \_\_

abutted and bounded as follows that is to say: Beginning at a point in the northerly limit of the read, twenty metres wide, leading to the highway, the said point being distant forty-eight decimal one zero metres as measured on a bearing of north cignt degrees fourteen minutes west from the centre of the wooden bridge spanning Northern Arm Brook crossing the said road; thence running elong the said northerly limit of the road in a general westerly direction one hundred and thirty metres; thence running by Crown lands north fifteen degrees twenty-two minutes west four hundred and eighty-seven decimal six two metres and thence north eighty-six degrees forty minutes east two hundred and seventy-seven decimal nine five metres and thance south eighty-four degrees eight minutes east five hundred and seventy-four decimal four eight metres and thence south seventeen degrees seventeen minutes east three hundred and ninety-four decimal five eight metres and thence south seventy-seven degrees eleven minutes west two hundred and fifty-six decimal five Six metros and thence north sixty-one degrees fifty minutes west seventy-three decimal seven zero metres and thence south eighty-three degrees twenty-nine minutes west one hundred and thirty-one decimal five seven metres and thence south eightyone degrees forty-nine minutes west two hundred and sixty-eight decimal seven two ofetree, more or less, to the point of beginning; all bearings being magnetic,

K. J.

Gasa land 38.492 M crown land Market



# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Department of Environment and Conservation
Application for Consent and Notice of Assignment of Lease/Licence
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Lease/Licence Number 4/322 Amount
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7 11 . H. W. W
Location of Land: Tior Livering of Northern Arm, No.
Location of Land: Northern Arm. N.  Northern Arm. N.  Kent Fudge of Northern Arm. N.  Lease/Licence Holder Lease/Licence Holder Lease/Licence Minister of Environment and Conservation to the assignment of Lease /Licence
I. Kent Fudge of Northern Mailing Address Lease/Licence Holder hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence
unto Sunshine Investment 3 840-
Number
P O ROX DAY, DITEMBELLA Postal Code  Postal Code  Telaphone Nonicol  Telaphone Nonicol
Mailing Address  Postal Code  Mailing Address  Postal Code  Mailing Address  Postal Code  Mailing Address  Postal Code  Po
I HEREBY DECLARE AS FOLLOWS: (1) The land has not been said Lease/Licence have been as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been as specified in the Lease/Licence. (2) There are no encumbrances or other reasons why this consent should not be fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be fulfilled, so far as applicable.
issued. (4) That the following development
issued. (4) That the following development has taken process issued. (4) That the following development has taken process  Building Size:  Type of Building:
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Date this 2 day of May 20 12 Lat The Kent Fudge
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Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to
Assignment requested 7
Dated at Jandev this Minister of Environment and Conservation
Minister of Environment and Conservation
Journal of the application.
A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application.
A Fee of One Hundred and Fifty Dollars (\$130.00) have A Fee of One Hundred and Fifty Dollars (\$130.00) hereby
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Notice of Assignment of Leador are  hereby  of
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Official Administering Oath  Saller(s)  One haser(s) for myself/ourselves/my/our
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# Newfoundland Labrador

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# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Application for Consent and Notice of Assignment of Lease/Licence	
Application for Consent and Rottes of Assignment 41092  Lease/Licence Number: 80 4 20 Receipt Number: 41092	
Lease/Licence Number: 1997 Amount: 190.00	
Date Issued: Jan 19 1987 Amount: 150.00  Date: Moy 8,2012	
Location of Land: Northern Arm Date: May Stald	
of Northern Arm N	
Number	11.
P. O. Box 687, Botwood, NL AOH 1EO 257-4881 Sile Number	7
Mailing Address	
Meiling Address  I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be fulfilled, so far as applicable. (3) There are no encumbrances on the said Lease/Licence Number Issued. (4) That the following development has taken place on the said Lease/Licence Number	
Type of Building:	
If site not developed, explain why.	
II Site No. 30 to 10 to	
Date this day of May 20 12 Lease Holder	
; ruage	
Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby conson to the Assignment requested above and I hereby confirm that the rental is paid up to	
Minister of Environment and Conservation	ì
A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application.  Notice of Assignment of Lease/Licence	-
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as Purchaser(s) for myself/ourselves/my/our  !/We as Purchaser(s) for myself/ourselves/my/our  executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown  executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown  covenants and conditions therein contained and will keep  indemnified the Crown from and against all claims and demands in respect thereof.	
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### Government of Newfoundland and Labrador Department of Environment and Conservation

Lands Branch Central Regional Lands Office

In Reply Please Quote File Reference No.

JUN 27, 2012

2028407

SUNSHINE INVESTMENTS INC. P.O. Box 687 Botwood NL A0H 1E0

Dear Sir/Madam:

RE: Assignment of Lease Number 41322

Transferred from KENT FUDGE to SUNSHINE INVESTMENTS INC.

Enclosed please find the Notice of Assignment for the above noted Lease which has now been finalized.

This document should be retained by you as proof of ownership.

All future correspondence plus annual invoices for rentals will be forwarded to you at the above noted address.

We trust this information is satisfactory.

Yours truly,

Nicole King

LANDS OFFICER

cc. Blackmore Law Office

Andy Wright, Program Manager

Enclosure



# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

Application for Consent and Notice of Assignment of Lease/Licence 41322 Receipt Number: Lease/Licence Number: Date Issued: June Date: Location of Land: /lor Lheka ı, Kent Fudge Mailing Address hereby seek Authority of the Minister of Environment and Conservation to the assignment of Lease /Licence unto <u>Sunshine Investments</u> Number 257-4881 P.O. Box 687, Botwood, NL AOH 1EO Telephone Number Postal Code Mailing Address I HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be issued. (4) That the following development has taken place on the said Lease/Licence Number Building Size: \_\_\_\_\_ Type of Building: \_\_\_\_\_ If site not developed, explain why, énce Holder Kent Fudge Pursuant to the terms and condition of the above reference of Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to \_\_\_\_ Minister of Environment and Conservation A Fee of One Hundred and Fifty Dollars (\$150.00) must be paid with this application. Notice of Assignment of Lease/Licence hereby did assign all my/our declare that on the day of right, title, and beneficial interest to the said Crown Lease/Licence Number \_ for the unexpired for the sum of residue of the Lease/Licence, together with all buildings and erections hereon. Sworn before me at\_\_\_ \_\_\_ day of \_\_\_\_\_ Official Administering Oath as Purchaser(s) for myself/ourselves/my/our executors, administers and assigns hereby agree that I/we will during the residue of the terms of Crown
Lease/Licence Number \_\_\_\_\_\_ covenants and conditions therein contained and will keep indemnified the Crown from and against all claims and demands in respect thereof. Sworn before me at \_\_\_ day of\_\_\_\_\_

Purchaser(s)

Official Administering Oath



Government of Newfoundland and Labrador Department of Government Services

### REGISTRY OF DEEDS

### **CERTIFICATE OF REGISTRATION**

Registration Date:

June 13, 2012

**Registration Time:** 

11:40 AM

Registration Number:

533563

Ten Ton &

Registrar of Deeds

Confirmation Date: June 21, 2012

Receipt Number: 590526NH

Fee Paid:

\$1,298.00

Consideration:

300,000.00

Document Type:

Conveyance

Filed By:

Blackmore Law Office

From Parties:

Kent Fudge Kimberley Fudge Georgina Fudge Cyril Fudge

To Parties:

Sunshine Investments Inc.

Location:

Forest Access Road, Northern Arm

Northern Arm

Can Jack

THIS INDENTURE made at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this | Day of 2012.

BETWEEN:

KENT FUDGE, of Wooddale, in the Province of

Newfoundland and Labrador and KIMBERLEY FUDGE, of

the same place, aforesaid and GEORGINA FUDGE, as

Administratrix of the Estate of Cyril Fudge

(Hereinafter called "the Assignors")

Of the one part

AND:

SUNSHINE INVESTMENTS INC.

(Hereinafter called "the Assignee")

Of the other part

WHEREAS by way of Crown Lease #41322 dated the 19th day of June, 1979 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Eugene Ralph Cooper as Lessee therein of the other part there was demised and leased to the said Eugene Ralph Cooper ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "A" attached hereto, for a term of fifty (50) years from the 19th day of June, 1979 and subject to the terms and conditions therein contained;

AND WHEREAS by way of Notice of Assignment dated the 30th day of October, 1985 and made between Eugene Ralph Cooper as Assignor of the one part and Dale Howse and Kitty Howse, as Assignees of the other part, the hereinbefore recited Lease was conveyed to Dale Howse and Kitty Howse;

WHEREAS by way of Crown Lease #80420 dated the 19th day of January, 1987 and made between the Honourable the Minister of Environment and Lands as Lessor of the first part and Cecil Dale Howse as Lessee therein of the other part there was demised and leased to the said Cecil Dale Howse ALL THAT piece or parcel of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador as therein more particularly set out and described on Schedule "B" attached hereto, for a term of fifteen (15) years from the 19th day of January, 1987 and subject to the terms and conditions therein contained, as amended to a term of 50 years by Amendment to Lease dated September 9, 1997;

AND WHEREAS by way of Indenture of Assignment, with Consents from the Honourable the Minister of Environment and Lands, and dated the 15th day of June, 2000 and made between Kitty Howse and the Estate of Cecil Dale Howse as Assignors of the one part and Kent Fudge and Cyril Fudge as Assignees of the other part, the hereinbefore recited Leases, being Lease Nos. 41322 and 80420, were conveyed to Kent Fudge and Cyril Fudge by way of registered Deed of Assignment registered on the 24th day of July, 2000 in Roll 1948 Frame 1565;

AND WHEREAS Cyril Fudge died on or about the 28th day of February, 2009;

AND WHEREAS the Honourable the Minister of Environment and Lands has agreed to change the Lessee on the Leases to be in the name of Kent Fudge only;

AND WHEREAS for greater certainty, Georgina Fudge, as Administratrix of the estate of Cyril Fudge has agreed to join in this Indenture;

AND WHEREAS the Assignors herein have now agreed, with the consent of the Honourable the Minister of Environment and Lands, to assign to the Assignee herein the said Leases and all benefits under same, which Consents are attached hereto and marked "C" and "D";

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of Three hundred thousand dollars (\$300,000.00) paid by the Assignee to the Assignors on or before the execution of these presents (the receipt whereof on the part of the Assignors is hereby acknowledged), the Assignors as beneficial owners hereby assign, transfer and convey unto the Assignee; ALL their right, title, interest and estate in and to ALL THOSE pieces or parcels of land situate, lying and being at Northern Arm, in the Province of Newfoundland and Labrador, and being more particularly described in Schedules "A" and "B" attached hereto; TOGETHER WITH all buildings and erections thereon; TO HAVE AND TO HOLD the same unto the Assignee for the remainder of the term of the lease, subject to the payment of the said rental and observance and performance of the Lessee's covenants and conditions in the said Lease contained;

AND the Assignors hereby covenant with the Assignee that notwithstanding any act of the Assignors, the said Leased are good, valid and subsisting Leases, and that the covenants and conditions therein contained have been duly observed and performed by the Assignors up to the day of the date hereof;

AND that notwithstanding as aforesaid, the Assignors now have in their good right, full power and absolute authority to assign the said lands in the manner aforesaid, according to the true intent and meaning of these presents;

AND subject to the said rental and to the Lessees' covenants and the conditions contained in the said Lease, the Assignee may enter into and upon and hold and enjoy the said lands for the residue of the term granted by the said Lease and every renewal thereof (if any) for its own use and benefit, without interruption of the Assignors or any other person claiming or to claim by, through or under them.

**AND** it is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, forever.

IN WITNESS WHEREOF the Assignors and the Assignee have hereunto set their hands and seals the day and year first before written.

# SIGNED SEALED AND DELIVERED by the Assignors in the presence of:-

GEORGINA FUDGE as Administratrix of the Estate of Cyril Fudge

THE CORPORATE SEAL OF the Assignee, in the presence

INVESTMENTS INC.

#### CANADA

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVI T WITH WARRANTIES

We, Kent Fudge and Kimberley Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:

- That we are the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchasers named therein (the "Purchasers") and as such, we have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - We were at least 19 years of age;

(b) We were spouses of each other,

(c) The Property is a Matrimonial Home;

- We have not at any time entered into a Cohabitation Agreement, a Marriage Contract, (d)or a Separation Agreement that involves or affects the Property;
- We do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;

We agreed to sell our interest in the Property; and

- no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- In consideration of the Purchasers completing the purchase of the Property, we warrant that: 3.
  - there are no leased chattels affixed to or situate in or on the Property; (a) (b) any chattels included in the sale of the Property are unencumbered;

the sale of the Property is not an "Exempt Supply" as defined in the Excise Tax Act, (c) R.S.C. 1985, c. E-15; and

the Property does not now and never has contained Urea Formaldehyde Foam (d) Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchasers.

- 4. I, Kent Fudge, have:
- operated a proprietorship but I have not been a partner in a partnership and I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the Workplace Health, Safety and Compensation Act, RSNL 1990, c. Ŵ-11;
  - operated any venture required to collect or pay a Provincial tax or royalty; or (b) made an Assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act,

R.S.C. 1985, c. B-3.

### I, Kimberley Fudge, have not:

(a) operated a proprietorship, been a partner in a partnership or a director of an Incorporated Company that is or was an employer under the provisions of the *Workplace Health*, *Safety and Compensation Act*, RSNL 1990, c. W-11;

(b) operated any venture required to collect or pay a Provincial tax or royalty; or

- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. We are residents of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. We are not employers under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- 7. At the date of execution of the Deed we are not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;

(b) the Excise Tax Act, R.S.C. 1985, c. E-15; or

- (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of our knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and we have never been aware of any oil leak on the Property, either before or during our ownership;

(b) there were no statutory liens of any kind whatsoever charging or encumbering my assets

and specifically the Property; and

- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.
- 9. We make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador this 2-2day of May, 2012 before me:

KENT FUDCA

KIMBERLEY FUDGE

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

- TO WIT: -

### AFFIDAVI T WITH WARRANTIES

- I, Georgina Fudge, of Wooddale, in the Province of Newfoundland and Labrador, make oath and say as follows:
- 1. That I am one of the Vendors making the within Deed of Conveyance (the "Deed") and thereby conveying the property described therein, or described in the Schedule(s) thereto annexed (the "Property") unto the Purchaser named therein (the "Purchaser") and as such, I have personal knowledge of the facts herein set forth.
- 2. The words "Spouse" "Matrimonial Home", "Marriage Contract") "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the *Family Law Act*, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Deed:
  - (a) I was at least 19 years of age;
  - (b) I am not a spouse
  - (c) The Property is not a matrimonial home
- (d) I have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
- (e) I do not have or had ever had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - (f) I agree to sell my interest in the Property; and
- (g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
- 3. In consideration of the Purchaser completing the purchase of the Property, I warrant that:
  - (a) there are no leased chattels affixed to or situate in or on the Property;
  - (b) any chattels included in the sale of the Property are unencumbered;
- (c) the sale of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and

(d) the Property does not now and never has contained Urea Formaldehyde Foam Insulation.

Which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.

### 4. I have not:

- (a) operated a proprietorship, been a partner in a partnership, but I am a director of an Incorporated Company, namely Central Vegetable Products Limited, that is or was an employer under the provisions of the *Workplace Health*, *Safety and Compensation Act*, RSNL 1990, c. W-11;
  - (b) operated any venture required to collect or pay a Provincial tax or royalty; or
- (c) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- 5. I am a resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
- 6. I am not an employer under:
  - (a) the Labour Standards Act, RSNL 1990, c. L-2; or
  - (b) the Revenue Administration Act, SNL 2009, c. R-15.01.
- 7. At the date of execution of the Deed I was not liable for any tax or other debt imposed under:
  - (a) the Revenue Administration Act, SNL 2009, c. R-15.01;
  - (b) the Excise Tax Act, R.S.C. 1985, c. E-15; or
  - (c) the School Tax Authorities Winding Up Act, SNL 1992, c. S-10.I.
- 8. To the best of my knowledge, information and belief at the date of execution of the Deed:
- (a) there was no underground oil tank located on the Property, and I have never been aware of any oil leak on the Property, either before or during my ownership;
- (b) there were no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the Property; and
- (c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against me.

9. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO at Grand Falls-Windsor, in the Province of Newfoundland and Labrador, this 2 day of May, 2012 before me:

GEORGINA FUDGE

### SCHEDULE "A"

All that piece or parcel of land situate and being at Northern Arm in the Electoral District of Exploits abutted and bounded as follows, that is to say: Beginning at a point in the northwesterly limit of a Forest Access Road, twenty metres wide, the said point being distant one thousand six hundred and forty-seven decimal three seven metres as measured on a bearing of north eighty-two degrees fifty-eight minutes west from Control Monument No. 76G2170; thence running along the said northwesterly limit of the Forest Access Road south seventy-one degrees fifty-seven minutes west sixty decimal zero metres; thence running by Crown lands north eighteen degrees zero three minutes west eighty-two decimal zero seven metres and thence south seventy-one degrees fifty-seven minutes west sixty-five decimal three four metres and thence north eighteen degrees zero three minutes west two hundred decimal zero seven metres and thence north seventy-one degrees fifty-seven minutes east one hundred and twenty-five decimal three four metres and thence south eighteen degrees zero three minutes cast two hundred and eighty-two decimal one four metres, more or less, to the point of beginning and containing an area of 3.0 ha, more or less; all bearings being referred to the meridian of fifty-six degrees west longitude of the Three Degree Transverse Mercator Projection-



CONTRACTOR OF THE PROPERTY OF CROWN LAHD CROWN LAND 3.0 ha CROWN LAND 82°58' W 7 ACCESS HOND CONTROL MONUMENT FORE ST ERIC K. YATES SURVEYS LTD. : JULY 29, 1986 HC. 80420

BuriedSRM will be located: 49 09'13.74"N 55 24'12.43"W 150 meters from surface water, 500 meters from well, 1.5 meters from high water table, 500 meters from closest water body, 800 meters from closest household. Surface groundwater flows to the North East on a slope of 1 meter per 175 meters.



# Schedule "B"

ALL that piece

or parcel of land situate and being

near Northern Arm in the Electoral District of Exploits

abutted and bounded as follows that is to say: Beginning at a point in the northerly limit of the read, twenty metres wide, leading to the highway, the said point being distant forty-eight decimal one zero metres as measured on a bearing of north cignt degrees fourteen minutes west from the centre of the wooden bridge spanning Northern Arm Brook crossing the said road; thence running elong the said northerly limit of the road in a general westerly direction one hundred and thirty metres; thence running by Crown lands north fifteen degrees twenty-two minutes west four hundred and eighty-seven decimal six two metres and thence north eighty-six dagrees formy minutes east two hundred and seventy-seven decimal nine five metres and theree south eighty-four degrees eight minutes east five hundred and seventy-four decimal four eight metres and thence south seventeen degrees seventeen minutes east three hundred and minety-four decimal five eight metres and thence south coverty-seven degrees eleven minutes west two hundred and fifty-six decimal five clx metres and thence north sixty-one degrees fifty minutes west seventy-three decimal seven zero metros and thence south eighty-three degrees twenty-nine minutes yeast our hundred and thirty-one decimal five seven metres and thence south eightyend degrees forty-nine minutes west two hundred and sixty-eight decimal seven two entres, more or less, to the point of beginning; all bearings being magnetic,

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GOVERNMENT OF
NEWFOUNDLAND AND LABRADOR
Department of Environment and Conservation

Application	on for Consent an	d Notice of	Assignme	nt of LeaserLi	11002
_ease/Licence Number	<u>41322</u>	R	leceipt Numb	1 11-0	111090
Date Issued: Titre	19 1979	£	rnount:	151	)·(X)
Location of Land: Nor-	thern ARD	n C			8,2012
. Vont Fudge		of _	Norther	Arm NI	5
Lease/Licano Lease/Licano hereby seek Authority of the	e Holder re Minister of Enviror	nment and Co	onservation t	o the assignme	nt of Lease /Licence
Number		unto	Sunshin	<u>Investme</u>	ents Incomo
P.O. Box 687, B					
HEREBY DECLARE AS as specified in the Lease/fulfilled, so far as applicatissued. (4) That the follows:	ole. (3) There are no wing development his	encumbran as taken plac	ces or other is on the sair	reasons why th 1 Leaso/Licence	s Number
Building Size:	Type of Buil	iding:	<u></u>		
If site not developed, exp	lain why,				
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Pursuant to the terms ar Assignment requested a	bove and I hereby co	onfirm that the		. 111	JUNE 20/2  20 /2  ironment and Conservation
	e Hundred and Flfty	D . 11 (50	(60 00) mus	he paid with t	his application.
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	1101100	of			her
declare that on the right, title, and benefici	day o al interest to the said	of	e/Licence No	20	hen did assign all myle for the unexp
unto residue of the Lease/L	icence, together with	all buildings	and erection	s hereon.	
Sworn before me at					
this	day of			, 20	
Official Administering Or	ath.		Sellet(s)		
I/We	s and assigns hereby er n from and against al	agree that I cov It claims and	/we will during venants and demands in	ig the residue o conditions there respect thereof.	
this	day of			, 20	•
Official Administering C	Jalh		Put	chaser(s)	



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# GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Environment and Conservation

SoligqA	tion for Consent and N	lotice of Assignment of I	_ease/Licence
.ease/Licence Number:_	80420	Receipt Number:	4109a
Date Issued: Jan 1	9 1987	Arnount:	D.00
ocation of Land:	thern Arm	Date:	N 6,3013
. <u>Kent Fudge</u>		of <u>Northern Arm</u> Maillo and Conservation to the a	n NI g Addrass
Lease/Lic tareby seek Authority o	:nce Holder The Minister of Environme	ent and Conservation to the a	ssignment of Lease /Licence
Number		unto <u>Sunshine Inv</u>	restments Inc. of
P.O. Box 687, Mailing Address	Botwood, NL AOH Postal Code	1EO 257-4881 Yelephane Number	File Number
as specified in the Leas fulfilled, so far as applic issued. (4) That the fo	e/Licence. (2) All the pro- able. (3) There are no en lowing development has to	cumbrances or other reasons sken place on the sald Lease	used for any other purpose than said Lease/Licence have been swhy this consent should not be /Licence Number
Building Size:	Type of Building		
If site not developed, ex	olain why.		
			Whit
Date this	人 day of <u>Ma y</u>	, 20 12	Lesseldcence Holder : Fudge
A Fee of O	ne Hundred and Fifty Do Notice of Assi	Minister Hars (\$150.00) must be paid gnment of Lease/Licen	ice
		ot	həreby did əssign all my/our
declare that on the	day of ial interest to the said Cro	vn Lease/Licence Number	did assigit all thyrodi
untoresidue of the Lease/L	icence, together with all b	for the sum of ulldings and erections hereon	for the unexpired
Sworn before me at_			
tnis	day of	, 20	
Official Administering O	alh	Seller(s)	
I/Weexecutors, administer	s and assigns hereby agre	as Purchaser(s) for e that I/we will during the res covenants and condition as and demands in respect tr	idue of the terms of Crown s therein contained and will keep
this	day o(	, 20	Amendment of the Control of the Cont
Official Administering O	ati;	Purchaser(s)	

Government of Newfoundland and Labrador Department of Fisheries and Land Resources



NO. 141740

# LEASE FOR AGRICULTURE

Under the provisions of Section 3 of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Fisheries and Land Resources for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby LEASE and DEMISE unto

#### SUNSHINE INVESTMENTS INC.

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") its successors and assigns ALL THAT piece or parcel of land situate and being at Northern Arm (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents), together with the appurtenances, EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic, limestone, granite, state, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, salt, natural gas, naturally-occurring oil and related hydrocarbons in and under the demised premises TO HAVE AND TO HOLD the demised premises unto the Lessee for the term of 50 years from the \(\frac{1}{2}\frac{1}{2}\text{day of} \quad \text{AD. DOCAT}\), SUBJECT to the reservation, terms and conditions hereinafter set out;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing, as the price and consideration of the said Lease, the sum of \$96.00 per year payable on the  $t^{\frac{1}{4}}$  day of  $t^{\frac{1}{4}}$  in each year, the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal;

**PROVIDED ALWAYS** that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, its successors and assigns shall make default in the performance of any of the provisions or conditions herein contained then this Lease shall be null and void and the demised premises shall revert to the Crown and the Crown its servants or agents may immediately enter on and take possession of the same freed from all liability.

PROVIDED ALWAYS that the Lessee, its successors or assigns, hereby forever releases the Minister, his or her servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that it shall have no recourse against the Minister, his or her servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

IN WITNESS WHEREOF the Parties have executed this Indenture.

by the Minister of Fisheries and Land Resources and the Scal of the Department of Fisheries and Land Resources was affixed on the //sa day of light the presence of:  Witness	A.D. Minister of Disheries and Land Resources	
A Commissioner for Onths in out to a Province of Newfoundland and Lateral commission expires on the 31st a December 1994		
SIGNED AND SEALED by the Lessee on the 123 day of March in the presence of:  Man Augusta	Com	
Witness	Lessee	4 KM 1 1
Witness	Lessee	

#### SCHEDULE "A"

All that piece or parcel of land situate and being at Northern Arm, abutted and bounded as follows, that is to say:

Beginning at a survey marker on the northwesterly limit of a Forest Access Road twenty (20) metres wide, the said point being the most southeasterly angle of herein described parcel and having co-ordinates of north 5,466,254.556 metres and east 348,891.744 metres.

Thence running clockwise along the arc of a curve having a radius of ninety four decimal zero one one (94.011) metres and a length of eighteen decimal two four four (18.244) metres and being the northwesterly limit of a Forest Access Road twenty (20) metres wide, to a point which bears south seventy-seven degrees thirty minutes thirty-four seconds west (S 77° 30' 34" W) a straight line distance of eighteen decimal two one five (18.215) metres to a survey marker;

Thence running along the northwesterly limit of a Forest Access Road twenty (20) metres wide, south eighty-three degrees four minutes eight seconds west (S 83° 04' 08" W) thirty decimal seven zero four (30.704) metres to a survey marker;

Thence running counter clockwise along the arc of a curve having a radius of fifty-nine decimal five three six (59.536) metres and a length of thirty-five decimal zero one one (35.011) metres and being the northwesterly limit of a Forest Access Road twenty (20) metres wide, to a point which bears south sixty-six degrees thirteen minutes nineteen seconds west (S 66° 13' 19" W) a straight line distance of thirty four decimal five zero nine (34.509) metres to a survey marker;

Thence running along the northwesterly limit of a Forest Access Road twenty (20) metres wide, south forty-nine degrees twenty-two minutes thirty seconds west (S 49° 22' 30" W) forty nine decimal five seven two (49.572) metres to a survey marker;

Thence running along Crown Land, north fifteen degrees fifty-three minutes twenty-five seconds west (N 15° 53' 25" W) two hundred thirteen decimal one five four (213.154) metres to a survey marker;

Thence running along property of Sunshine Investments Inc. Title No. 98705, north seventy-two degrees zero minutes zero seconds east (N 72° 00′ 00" E) fifty five decimal zero zero zero (55.000) metres to a survey marker;

Thence running along property of Sunshine Investments Inc. Title No. 80420, south eighteen degrees three minutes zero seconds east (S 18° 03′ 00″ E) one hundred sixteen decimal zero nine six (116.096) metres to a survey marker;

Thence running along property of Sunshine Investments Inc. Title No. 80420, north seventy-one degrees fifty-seven minutes zero seconds east (N 71° 57′ 00″ E) sixty five decimal three three five (65.335) metres to a survey marker;

Thence running along property of Sunshine Investments Inc. Title No. 80420, south eighteen degrees three minutes zero seconds east (S 18° 03' 00" E) eighty two decimal zero seven zero (82.070) metres more or less to point of beginning and being more particularly shown delineated on attached plan:

The above described land contains an area of one decimal six eight two (1.682) Hectares more or less and being Parcel "No. 1" on the diagram annexed hereto.

Also, all that piece or parcel of land situate and being Parcel "No. 2" on the diagram annexed hereto and containing an area of two decimal six eight six (2.686) Hectares abutted and bounded as follows that is to say:

Beginning at a survey marker on the northwesterly limit of a Forest Access Road twenty (20) metres wide, the said point being the most southeasterly angle of herein described parcel and having co-ordinates of north 5,466,308.267 metres and east 349,020.321 metres.

Thence running clockwise along the arc of a curve having a radius of one hundred forty six decimal eight zero nine (146.809) metres and a length of fifty seven decimal seven eight nine (57.789) metres and being the northwesterly limit of a Forest Access Road twenty (20) metres wide, to a point which bears south sixty degrees forty minutes twenty-three seconds west (S 60° 40' 23" W) a straight line distance of fifty seven decimal four one seven (57.417) metres to a survey marker;

Thence running along the northwesterly limit of a Forest Access Road twenty (20) metres wide, south seventy-one degrees fifty-seven minutes zero seconds west (S 71° 57′ 00″ W) twenty two decimal five eight three (52.583) metres to a survey marker;

Thence running along properties of Sunshine Investments Inc. Title No. 80420 and Title No. 85470, north eighteen degrees three minutes zero seconds west (N 18° 03' 00"W) three hundred twenty one decimal five four six (321.546) metres to a survey marker;

Thence running along property of Sunshine Investments Inc. Title No. 85470, north twenty-one degrees twenty-four minutes thirty seconds east (N 21° 24' 30" E) one hundred eight decimal zero zero (108.000) metres to a survey marker;

Thence running along Crown Land, south nineteen degrees thirty-two minutes thirty-two seconds east (S 19° 32' 32" E) three hundred ninety three decimal eight three seven (393.837) metres more or less to point of beginning and being more particularly shown delineated on attached plan:

Also, all that piece or parcel of land situate and being Parcel "No. 3" on the diagram annexed hereto and containing an area of nineteen decimal six two three (19.623) Hectares abutted and bounded as follows that is to say:

Beginning at a survey marker on the most westerly angle of herein described parcel and having co-ordinates of north 5,466,903.055 metres and east 347,674.374 metres.

Thence running along Crown Land, north forty-three degrees sixteen minutes ten seconds east (N 43° 16' 10" E) six hundred twenty one decimal two six three (621.263) metres to a survey marker;

Thence running along Crown Land, south fifty-three degrees eight minutes fifty-seven seconds east (S 53° 08' 57" E) three hundred seventeen decimal eight four one (317.841) metres to a survey marker;

Thence running along Crown Land, south forty-three degrees sixteen minutes ten seconds west (S 43° 16' 10" W) six hundred twenty one decimal two six three (621.263) metres to a survey marker;

Thence running along Crown Land, crossing Sunshine Investments Inc. Permission to Construct Title No. 147182 and along Crown Land, north fifty-three degrees eight minutes fifty-seven seconds west (N 53° 08' 57" W) three hundred seventeen decimal eight four two (317.842) metres more or less to point of beginning and being more particularly shown delineated on attached plan.

The above described parcels of land containing an area of twenty three decimal nine nine one (23,991) Hectares more or less.

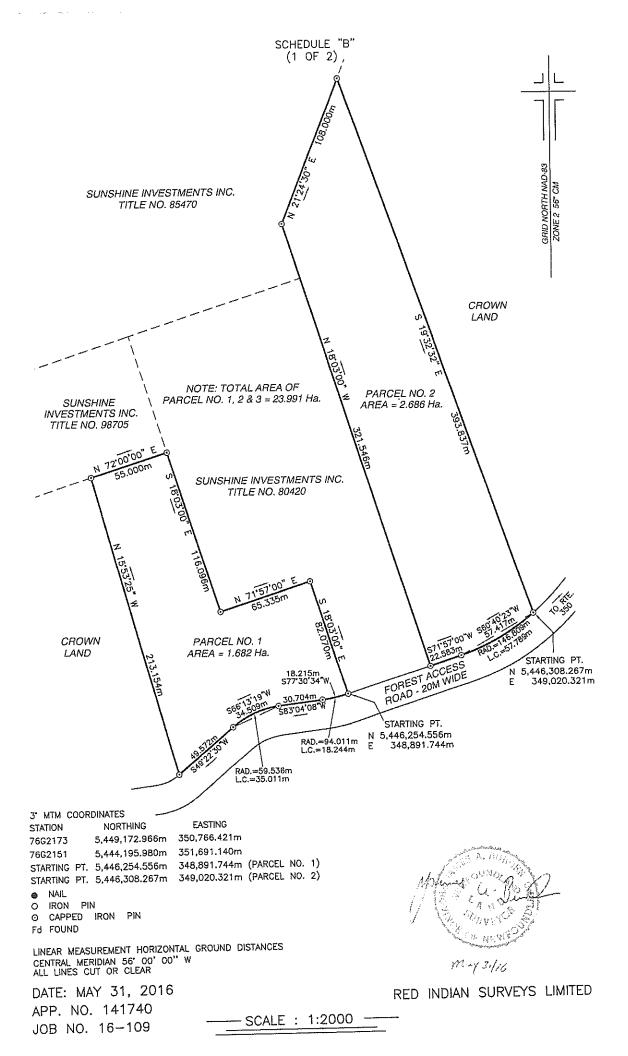
All bearings are being referred to the meridian of fifty-six west longitude of the Three Degree Transverse Mercator Projection. Zone 2-NAD83 for the Province of Newfoundland and Labrador.

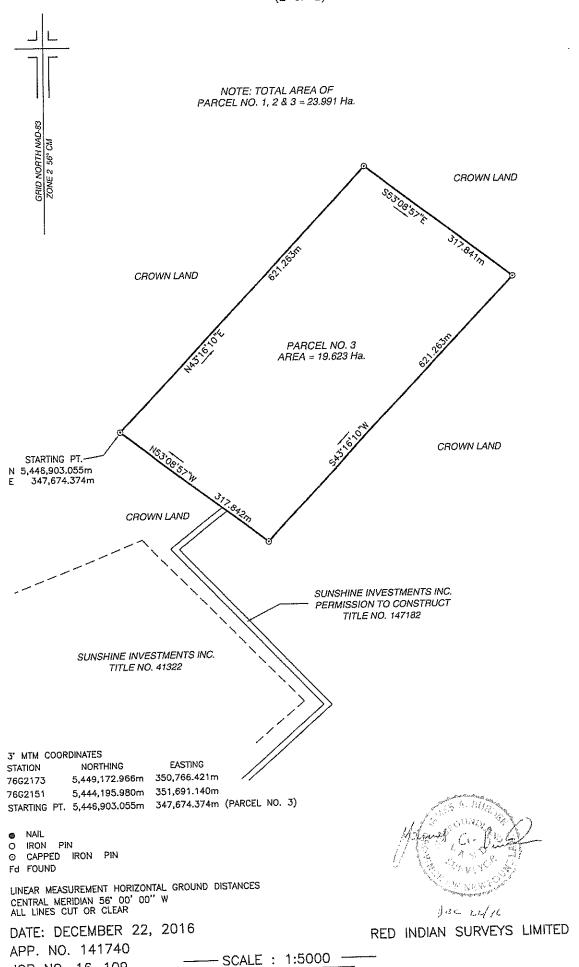
Application No. 141740

Date: May 31, 2016 (Parcel 1 and 2)

Date: December 22, 2016 (Parcel 3)

Job No. 16-109





JOB NO. 16-109

#### SCHEDULE "C"

The Lessee shall clear and cultivate the demised premises as follows:

Ten percentum (10%) within two (2) years Twenty-five percentum (25%) within five (5) years Fifty percentum (50%) within ten (10) years Seventy-five percentum (75%) within fifteen (15) years

- The demised premises shall be used solely for the establishment and maintenance of forage for the term of the Lease.
- The rent reserved as set out in this Lease shall be subject to review every five (5) years, with the upward revision (if any) not to exceed 100% of the annual amount levied during the immediately preceding year.
- 4. The demised premises shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirements of Clause 1 are fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the demised premises only is being assigned solely for mortgage purposes.
- The use of the demised premises will, for its intended purpose, be subject to and in accordance with all
  provincial acts and regulations respecting the promotion of efficient agricultural husbandry and
  environmental control.
- The Lessee shall pay all taxes and charges that may be levied by any municipal, provincial, or federal authority on or in respect of the demised premises.
- The demised premises shall not be used for any purpose other than as set forth in Clause 2 of this Lease
  without written consent of the Minister and then only on such terms and conditions and the payment of
  such a fee as the Minister may prescribe.
- No building or erection shall be undertaken without the prior written consent of the Minister. In any event, the Director of Crown Lands must be consulted as to construction and location.
- 9. The demised premises shall be held under and subject to all regulations and provisions of the Lands Act, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.
- Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site.
- 11. If the Lessee has paid the rent and observed all of the terms of this Lease, the Lessee may cancel this Lease by giving thirty (30) days written notice to the Minister who shall grant a certificate in writing accepting the surrender, and thereupon all privileges herein granted shall, subject to Clauses 12, 13, and 14, terminate.
- 12. The Lessee shall at the end of this Lease yield up to the Minister the demised premises in a condition satisfactory to the Minister.
- The Lessee shall within ninety (90) days of the end of this Lease restore the demised premises to a condition satisfactory to the Minister.
- 14. If the Lessee fails to restore the demised premises as specified in Clause 13, the demised premises shall become the sole property of the Minister. The Minister may dispose of the demised premises and restore the demised premises as he or she sees fit and no amount shall be paid to the Lessee in compensation thereof and the costs incurred by the Minister in taking this action shall be a debt due the Crown by the Lessee.
- 15. This Lease shall be null and void, and the demised premises and any buildings thereon shall revert to the Crown if the rent which is due and payable hereunder remains unpaid for sixty (60) days, regardless of whether there has been a request for payment or not.
- Payment of the annual rent shall not prevent this Lease from becoming null and void if the Lessee shall default in any other provision, term or condition of this Lease.
- 17. The Lessee must obtain written permission of the nearest Forest Management Unit Officer prior to any land clearing to ensure "merchantable timber" is salvaged (merchantable timber means that portion of a tree crop which can be harvested and marketed on a commercial basis under given economic conditions).
- 18. Sod removal or any other use that degrades or destroys the soil reserves is not permitted.

#### SCHEDULE "C"

- 19. If the Lessee defaults in the performance of any of the provisions, terms or conditions of this Lease or, if following development of the demised premises for the intended use set forth in Clause 2 the Lessee thereafter fails to use the demised premises for the said purpose(s) for a period of three (3) consecutive years, then at any time after such default or failure to use the demised premises for a period of three (3) consecutive years the Minister may, by written notice served on the Lessee as set forth in Clause 22, declare this Lease null and void and the demised premises shall revert to the Crown.
- 20. The Lessee is required to adhere to all environmental guidelines for agriculture development as stipulated by the Department of Municipal Affairs and Environment.
- 21. The Lease may be renewed upon written application by the Lessee and shall be subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.
- 22. Any notice to be given hercunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, SUNSHINE INVESTMENTS INC., P.O. Box 2009 Northern Arm NL A0H 1E0 or to the Minister, Lands Branch, Howley Building, Higgins Line, PO Box 8700, St. John's NL A1B 4J6. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto.
- 23. The Lessee must obtain all necessary permits from the Government Service Centre of the Department of Service NL.
- 24. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee's use or occupation of the demised premises.
- This Lease shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.

#### Environmental Guidelines for Agricultural Development Livestock/Poultry Operations Less Than Five (5) Animal Units

#### Objective

To provide environmental management to small scale livestock/poultry production less than <u>five</u> (5) animal units in size. Manure storage, manure spreading, land requirements, odour controls, nuisance factors and neighbouring land use conflict are the primary factors in review rather than control of pollution in its broader sense.

#### Guidelines

- All manure storage systems must be impervious and should be covered to reduce odour problems.
- A thirty (30) metre buffer zone of natural forage cover shall be maintained between agricultural land and any watercourse/water body (pond, lake or stream).
- Regular spreading of manure on agricultural land is recommended to avoid accumulations and minimize
  malodour levels. Annual spreading of accumulated manure is considered a minimum. More frequent
  spreading to agricultural land is suggested.
- Manure may not be stored nor spread within <u>thirty (30) metres</u> of a watercourse/water body (pond, lake or stream). Distance requirements may be greater as local conditions vary, i.e. slope of land, soil conditions, etc..
- Applicants for livestock/poultry production of less than five (5) animal units are subject to zoning regulations and are advised to obtain appropriate municipal authority to establish such production area.

#### Environmental Guidelines for Agricultural Development (Non Livestock or Poultry Production)

#### Objective

The objective of the following guidelines is to provide environmental management relative to non livestock - non poultry production development. Specific application is directed toward small or large scale root crop or pastureland development, hobby farms or experimental production areas.

The aim of these guidelines is summarized as follows:

- (1) to prevent pollution of soils by over fertilization
- (2) to prevent surface or ground water contamination
- (3) to prevent soil erosion, especially near watercourses
- (4) to ensure compatibility of land use on agricultural development areas.
- Manure may not be spread within ninety (90) metres of any well or public water supply and may not be spread on the watershed of any community water supply system.
- Soil assay testing is recommended before any extensive quantity of manure is applied in a spreading program. The quantity of manure applied to land in a given period of time should meet only the soil requirement for beneficial use.
- After one year's application of manure, grasses, root crops, or some type of flora should be planted to take up nutrients applied to soil during a spreading program.
- Any proposes use of pesticides or herbicides should be applied by the owner or a Licensed Pesticide Applicator.

#### In all cases:

- (1) All liquid manure, when transported for spreading, must be in an enclosed vehicle or tank. Seepage or spillage out of such vehicles is prohibited under Section 8 of the Environment Act Chapter E-13.1 SN 1995.
- (2) Composting of manure is recommended, however, all manure should be spread at least annually at an applied rate for beneficial use and drainage around compost areas controlled.
- (3) Consideration should be given to neighbouring properties and land use when a manure spreading program is contemplated. Malodours may adversely affect land use on such neighbouring properties.
- (4) Manurcs should not be spread on snow covered and/or frozen ground.



# LEASE FOR AGRICULTURE

Under the provisions of Section 3 of the Lands Acr, Her Majesty the Queen in Right of Newtoundland and Labrador (the "Grown") represented herein by the Honourable the Minister of Fisheres and Land Resources for the Province of Newfoundland and Labrador (the "Minister") does hereby LEASE and DEMISE unto

# SUNSHINE INVESTMENTS INC

In the Province of Newfoundland and Labrador (the "Lessee") its successors and assigns ALL THAT piece of parcel of land situate and being at Botwood (the "demised premises"), as more particularly describer in Schedule A and delineated in Schedule B attached heroto (which schedules are part of these presents) together with the appointmences. EXCEPTING AND RESERVING nevertheless out of this present Lease to the Crown all minerals both metallic and non-metallic limestone, grante, state marble, gypsum, markelay sand gravel building stone volcanic ash, past coal, sait natural, gas, naturally-occurring oil and elated hydrocarbons in and under the demised premises TO HAVE AND TO HOLD, the demised premises unto the Lessee for the term of 50 years from the 14 day of Time. AD 2019 SUBJECT to the reservation, terms and conditions hereinstice set out.

VIELDING AND PAYING suito the Crown subject to the rental revision chitise hereinalter appearing, as the price and consideration of the said Leake, the said of \$860.00 per very payable on the 14 day of TWAR. In each year important payment to be made on the processor of this Lease. This Lease is renewable upon application, subject to the terminand contributes in effect at the time of renewal.

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Thence running along the southeasterly limit of a Road Reservation ten decimal zero (10.0) metres wide, north fifty-three degrees five minutes forty-six seconds east (N 53° 05' 46" E) one thousand seven hundred two decimal five zero eight (1702.508) metres to a survey marker.

Thence running along Crown Land, south forty-two degrees twenty-four minutes fifty-nine seconds east (\$ 42° 24' 59° E) twenty-two decimal nine three four (22.934) metres to a survey marker;

Thence running along Crown Land, south twelve degrees fifty-five minutes twenty-one seconds east (\$ 12° 55' 21° E) three hundred thirty-eight decimal six one four (\$38.614) metres to a survey marker.

Thence turning along Crown Land, south sixty-one degrees in ty-four minutes minuteen seconds were (S of 54° 14° W) one thousand five hundred seventy-nine decimal four four six (1579.446) metres more or less to point of beginning and being more particularly shown delineated on attached plane.

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Thence running along Crown Land, north forty degrees fifty-two minutes twenty-nine seconds west (N 40° 52° 29" W) six hundred eighteen decimal eight six four (618.864) metres to a survey marker.

Thence running along Crown Land, north thirty-two degrees fifty minutes forty-nine seconds east (1/32° 50′ 49° E) five hundred twenty-eight decimal eight eight six (528.886) metres to a survey marker;

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19 Letter of Support Town of Northern Arm



# Cown of Northern Arm

P.O. Box 2006, '\iorthern Arm•, JL A0H 1-EO Tel: 709-257-3482 • Fax: 709-257-3308

Ema il: con tact@townofnorthemarm.ca • /\*te bsite: townofnorthemann.ca

July 13, 2020

To Whom It May Concern:

Troy and Deana Humber are highly motivated and energetic entrepreneurs who have made tremendous strides and expansion to their family enterprise in the past number of years.

We, the people of Newfoundland and Labrador, need and must encourage the Humber Family and other farmers like them if our province is to become more self-sufficient

Therefore, the Town of Northern Arm supports the expansion of their business with the addition of a slaughter house.

Sincerely,

Fred Butler

20. Environmental guidelines for livestock producers: Section 10



# General Topics

Publication SLM045 September, 2002



# A FACTSHEET SERIES ON

# ENVIRONMENTAL GUIDELINES FOR LIVESTOCK PRODUCERS

# **CONTENTS**

- ! 1. Introduction
- ! 2. Legislation/Regulations
- ! 3. Site Selection
- ! 4. Manure Handling and Storage
- ! 5. Land Application of Manure
- ! 6. Outdoor Areas for Dairy and Beef
- ! 7. Feed and Water for Outdoor Areas
- ! 8. Composting Manure
- ! 9. Farm Residential Sewage Disposal Systems
- ! 10. Disposal of Dead Animals and Other Farm Wastes
- ! 11. On-Farm Slaughter House and Meat Inspection
- ! 12. Sources of Information
- ! Appendix A: Odour Treatment Techniques
- ! Appendix B: Conversion Tables
- ! Appendix C: Recommended Minimum Land Area for Livestock Manure Utilization
- ! Appendix D: Calculating Minimum Separation Distance (MSD)
- ! Appendix E: Annual Livestock Manure Production
- ! Appendix F: Nitrogen Loss Summary

! Appendix G: Safety

! Appendix H: Soil and Manure Sampling

! Appendix I: A Method to Determine Manure Application Rates

! Appendix J: Guidelines for Pesticide Use

! Appendix K: References

! Appendix L: Glossary of Terms

## 10.0 DISPOSAL OF DEAD ANIMALS AND OTHER FARM WASTES

Like most business enterprises, every farm produces some type of waste material. Like manure, these waste materials must be disposed of in an environmentally acceptable manner to minimize the likelihood of contaminating soil and water. Common waste materials found on farms include:

- ! dead animals;
- ! animal health care products;
- ! general packaging (for example, boxes, bags, plastics);
- ! petroleum products such as used motor oil;
- ! paints and preservatives;
- ! pesticides;
- ! machinery and equipment including inert components, tires and restricted use components such as batteries;
- farm structures such as old buildings including building components;
- ! waste forage; and,
- ! waste fruit and vegetables (including organic waste dumps).

# 10.1 DISPOSAL OF DEAD ANIMALS

Commercial livestock operations are normally subject to mortalities and therefore generate many carcasses for disposal. Proper disposal of dead livestock is extremely important to protect the health of both people and livestock. Any animal carcass may contain bacteria and other disease organisms that can infect humans directly or through contamination of a residential water supply. Disposal of dead livestock must be in accordance with the Waste Materials Disposal Act. Mortalities must be kept in a secure and frozen state if not disposed of within 48 hours of the time of death. A secure state would be one where scavenger animals such as coyotes, wolves (in Labrador), dogs and birds, are prevented from access to the mortalities. Disposal is specified to be by delivery to a rendering plant, burial, composting or incineration.

Leaving mortalities outside for scavengers to feed on is not an acceptable method of dead animal disposal.

#### Rendering

Delivery of the carcasses to a rendering company is the preferred method for disposing of dead

animals. Currently, a rendering plant (Rothsay Rendering Plant) operates at Foxtrap.

Rendering companies may have certain restrictions regarding the condition of the carcass. In general, the animals must be brought in as quickly as possible in the summertime. Smaller animals that die during the winter can be frozen and delivered to the renderer at convenient intervals. Rendering companies will generally not accept dead animals that do not remain intact when handled. Depending on the end product of the rendering process, there may be restrictions on carcass quality and condition. Rendering companies that produce meat and bone meal and inedible tallow will usually accept mortalities regardless of the course of death; companies that produce an edible material may not.

If a processor is not nearby, however, the time and expense for travelling may make delivery impractical for small numbers of dead animals or farms located far away from the plant. If this is the case and if the dead animal is small in size (for example, piglets), you must freeze and store mortalities until such time as the animals can be buried or incinerated.

Fur farms in Newfoundland and Labrador accept mortalities and cull or off-sex animals as feed. Fur farmers are also feeding fish waste, meat cuttings and some wild animals killed on roadways (such as moose). Disposing of birthing mortalities is not considered a major issue in the province as adult animals often dispose of these naturally.

### Burial

During the summer months, the carcass can be buried if a rendering service is not available. The Waste Materials Disposal Act prohibits the disposal of waste materials on any lands which are not waste disposal sites approved by the Government Services Centre. Place dead animals in a trench that is backfilled each time animals are added. Caution is required for burial of dead animals. While at one time carcasses could be brought to sanitary landfills, this is no longer possible in many areas. Municipalities that bury their refuse on a daily basis may allow animals to be deposited in landfill sites. Check with your local municipal office to determine if this is allowed in your area.

# Ensure that the burial pit is or has:

- ! at least 90 metres (300 ft) from wells or domestic water intakes;
- ! at least 30 metres (100 ft) from any other surface water;
- ! constructed such that the bottom of the pit is 1.2 metres (4 ft) above the high water table;
- ! sized for a maximum of 700 kilograms (1,500 lb);
- ! hydrated lime (quick lime) to speed up decomposition and deter scavengers and insect infestation; and,
- ! a minimum 0.6 metre (2 ft) of soil covering the carcasses (offers protection from scavengers that will drag the carcasses around, creating both a nuisance and a possible

health hazard).

Dead animal burial pits need the approval of a Government Services Centre, Department of Government Services and Lands. Contact the regional Government Services Centre for details.

During the winter it is advisable to put dead animals in a holding area, such as a covered trailer, where they can remain frozen until burial is possible in the spring.

# Composting \*

Composting dead animals is becoming more popular in Canada and, as local experience is gained, it is anticipated that some farm composting facilities will be constructed in the future. Operations using composting of mortalities must be designed and managed in such a way that they do not cause pollution. An aerobic environment must be maintained, and all material must be heated throughout to a temperature of 55  $\mbox{\sc K}$  (130  $\mbox{\sc K}$ ) for at least three days for adequate reduction of pathogen levels.

Where composting is employed for dead animal disposal, they must:

- ! be of sufficient capacity to dispose of normal mortality rates;
- ! have all contaminated runoff collected, and clean surface water directed away from the composting facility;
- ! be located to take the farm residence and any neighbouring residences into account. While offensive odours are not usually generated in the composting process, the handling of dead livestock and compost on a daily basis may not be aesthetically pleasing. When locating a composter, consider traffic patterns required in moving dead livestock to the composter, moving the required ingredients to the composter, and removing finished compost from the composter; and,
- ! be situated on a well-drained site and must provide all-weather capability for access roads and work areas.
- \* Where this is not a common practice in Newfoundland and Labrador, such composting would be appropriate if initiated on a small scale in consultation with the appropriate agricultural and environmental agencies.

Fully composted animals, where there is no sign of bones or other materials, can be added to manure for eventual land spreading.

For the proper design of a composting facility for dead animal disposal, qualified professionals should be consulted.

#### Incineration

Incineration is an acceptable method of disposal if performed properly. For the dead animals to be

burnt without creating an odour problem, the temperature of the incinerator must be sufficiently high.

Where incinerators are employed for dead animals disposal, they must:

- ! where possible, be located so that prevailing winds carry exhaust fumes away from neighbours;
- ! have sufficient capacity so that all odour levels stay within tolerable limits;
- ! be 50 m (160 ft) minimum from wells or domestic water intakes;
- ! be fire safe; and,
- ! consume all material fed into them.

The installation and operation of any incinerator must be in compliance with the Environment Act. Generally, a single chamber-two burner type of incinerator, or equivalent, will be required. Single burner incinerators are not recommended.

For the proper design of an incinerator for dead animal disposal, qualified professionals should be consulted. An incineration shall be operated to meet the maximum requirements of 0.5 hour retention time in the chamber at 1400-1600°F.

# Disposal

Disposal at an approved landfill site or incineration at an approved waste disposal site with the consent of the owner/operator in acceptable.

## 10.2 OTHER FARM WASTES

#### **Animal Health Care Products**

Spent medicines, empty containers and other items must be disposed of in an acceptable manner. For livestock producers, no approved incineration facilities for medical wastes exist. As an alternative, you must follow the following practices:

- ! farm medical wastes that have the potential to cut or puncture such as needles and scalpels must be packaged in rigid containers (for example, a plastic container previously used for cleaning agents or windshield washer fluid) and discarded with household wastes or taken to the local Regional Veterinarian;
- ! return medical supplies that have outlived their shelf life (expiry date) to the supplier or to the local Regional Veterinarian.

# **General Packaging**

Reuse or recycle farm plastics (for example, containers, silage wrap, black plastic mulch, greenhouse plastics and greenhouse transplant flats) and other packaging materials whenever possible. Packaging materials that once contained toxic materials, such as pesticides need to be disposed of as per guidelines for the disposal of pesticide containers.

Materials not reused or recycled must be disposed of at an approved municipal land-fill site or any other approved facility. Burning of plastics is also considered acceptable in Newfoundland and Labrador but only after you have contacted the Department of Environment for details.

# Petroleum Products (Including Handling and Storage)

All farms use petroleum products and produce petroleum wastes such as gasoline, diesel fuel, machinery oil and hydraulic fluids. These should be stored in a double tank. Improper storage and handling of petroleum products presents a threat to public health and water quality. A few quarts of gasoline in the ground water may be enough to severely pollute your drinking water supply. At low levels, fuel contaminants cannot be detected by smell or taste but present a very real health threat. Petroleum products contain a number of potentially toxic compounds that are known carcinogens (cancer causing agents) to laboratory animals and humans.

Storage and handling of petroleum products are regulated under "The Storage and Handling of Gasoline and Associated Products Regulations" of the Environment Act. These regulations are administered by the Government Services Centre, Department of Government Services and Lands. Additional information on requirements or applications to install systems in accordance with the regulations are available from the Government Services Centre's regional offices. Disposal of unwanted waste oil and hydraulic fluids by first collecting them in either a tank or containers and then transporting them to a local oil recycling depot or a licensed waste oil collection contractor. Used motor oil can be used as a lubricant on equipment. Waste oil should not be burned unless in furnaces designed for this purpose.

Any floor drainage from a service area where oil is being used has to be routed through an oil separator before being discharged. The used waste oil floating in the separator must be removed regularly and deposited in the waste oil tank or container.

In the case of a leak or spill during petroleum storage and handling, immediately call the Environmental Emergencies 24-Hour Report Line (see Section 12). For more information, refer to the Factsheet, Storage and Handling of Petroleum Products on the Farm, Publication GT005, November 5, 1996.

## **Paints and Preservatives**

Paints, preservatives and other materials such as adhesives and lubricants must be safely stored on farm and used up as needed, shared with a neighbour or brought to a recycling depot.

### **Pesticides**

Pesticides can be an environmental and health hazard when used improperly. Any use of pesticides must be in accordance with The Provincial Pesticides Control Regulations (CNR 1166/96) under the

Pesticides Control Act.

You must write a Pesticide Applicator License examination administered by the Pesticide Control Section, Department of Environment. Currently, no person shall store, use or apply a pesticide without an existing license of a prescribed class for that purpose unless exempt under the conditions for storing, use or application prescribed for the pesticide or unless exempted under the regulations (such as home or garden).

Pesticides may only be used if they are registered for use under the federal Pest Control Products Act.

Pesticides will be safely disposed of if you:

- ! triple or pressure rinse drums, glass bottles, plastic and metal containers and empty rinse liquid into sprayer;
- ! single rinse paper or plastic bags containers and empty rinse liquid into the sprayer;
- ! rinse water that cannot be added to the sprayer tank can be applied to a non-crop area which is on your property and which is at least 200 metres (656 feet) from waterbodies and wells;
- ! crush, puncture (several times) or damage empty containers so they cannot be reused once they have been rinsed;
- ! use an anti-backflow device on the pump used to fill the sprayer;
- ! keep an air gap between the filler hose and the top of the spray tank; and,
- ! discard clean, empty pesticide containers (never burn as the residues may not be destroyed and toxic fumes may be released) and then dispose of them at a landfill. Inform the landfill manager in case there is an area for more hazardous materials. Containers may also be returned to a recycling depot, where available.

Appendix J provides a description of proper pesticide handling and storage procedures that must be followed in Newfoundland and Labrador.

# **Machinery and Equipment**

Reuse and recycle whenever possible. If this is not possible, equipment must be collected and disposed of at an approved municipal waste disposal site or facility or to a scrap dealer.

Disposal of oil, fuel and antifreeze should be done through a licensed oil contractor. Disposal of refrigerant is regulated under the regulations for refrigerant and halons. Contact your regional Government Services Centres for information on proper disposal methods for these materials.

# Farm Structures and Building Components

Building components include such materials as wood frames, glass, sheet steel, plastic, shingles. Store materials on farm for future reuse or recycling. The remaining materials must be collected and disposed of at an approved municipal waste disposal site.

Restricted use old building components include materials such as insulation, pressure heated materials, asbestos materials, composite products and treated lumber. Reuse or recycle where possible. Otherwise, the materials must be taken to an approved landfill, waste disposal site or depot for hazardous materials. For the proper disposal of asbestos, contact your regional Government Services Centre.

# Waste Forage

Waste forage is a normal by-product of any livestock feeding system. It includes hay, waste silage and silage effluent.

When hay is harvested, it is allowed to dry to less than 15% moisture. When it is stored and fed, it poses no environmental hazard. In most instances, wasted hay during feeding is incorporated with the bedding and manure. It is not advisable to burn waste forages since this can cause nuisance odours and contributes to air pollution.

The potential for waste by-product from silage feeding systems also exists. However, because silage is usually harvested and stored at a much higher moisture content than hay, there is also the potential for leachate or seepage waste from the storage area. Silage seepage can have a serious impact on surface and groundwater quality and can create odours.

Management options for waste forage include:

- ! aim to harvest and store only as much forage as will be required for the coming year;
- ! recycle waste forage for hay, mulching potato land in the fall (adds organic matter and protects against soil erosion);
- ! harvest silage at the optimum content to minimize the potential for seepage; and,
- ! compost waste hay and silage, thereby making it easier to handle when applied on the land.

# 10.3 WASTE FRUIT AND VEGETABLES USED AS ANIMAL FEED

Many of these wastes are wet and decompose readily. Under the circumstances, problems with odour, leachate and contaminated runoff may easily develop. You can avoid these problems by practicing the following:

! if possible, process vegetable and fruit wastes into animal feed quickly to reduce

the amount of waste and decomposition and help to reduce feeding costs;

- ! provide the feed in a trough or receptacle that will allow the feed to be eaten rather than trampled into the ground or pen;
- ! do not feed canker or wart diseased potatoes, and turnips infected with clubroot to livestock to minimize the spread of disease;
- ! provide adequate storage facilities (preferably covered) appropriate for the material;
- ! locate the storage facilities away from, and where possible, downwind from neighbours; and,
- ! avoid water quality problems by collecting, storing and properly disposing of leachate or liquor from the stored material. It can be a highly concentrated pollutant.

#### 9.0 PUBLIC INFORMATION MEETING

Public meeting was advertised via the Telegram, and Local community channel for specified time. Meeting was held via zoom. There was no public interest, no emails, received, no phone calls received regarding the project.

### 10.0 APPROVAL OF THE UNDERTAKING

Permits required:

Operation of A Slaughterhouse

Service NL

**Building Codes** 

Septic

Commercial Well

Environmental Certificate Waste

Material disposal Act

CFIA for transporting of SRM

Water Use License

This is not an Inclusive List, Other approvals may be required.