

COURT FILE NUMBER 1703 12327
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



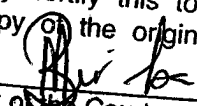
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF CANADA
NORTH GROUP INC., CANADA NORTH CAMPS INC., CAMPCORP
STRUCTURES LTD., D.J. CATERING LTD., 816956 ALBERTA LTD. and
1371047 ALBERTA LTD.

DOCUMENT ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Stephanie A. Wanke
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File No. 37060-00001

I hereby certify this to be a
true copy of the original.

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:

July 27, 2017

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice S.D. Hillier

LOCATION OF HEARING:

Edmonton, Alberta

UPON the application of Canada North Camps Inc., D.J. Catering Ltd., Campcorp Structures Ltd., Canada North Group Inc., 816956 Alberta Ltd., and 1371047 Alberta Ltd. (the "Applicants"); AND UPON having read the Affidavit of Shayne McCracken sworn June 28, 2017, filed; Confidential Supplemental Affidavit of Shayne McCracken sworn June 28, 2017, unfilled; the Affidavit of Russell French sworn June 29, 2017, filed; the Affidavit of Jessie Taha sworn June 29, 2017, filed; the Supplemental Affidavit of Shayne McCracken sworn July 4, 2017, filed; the Pre-filing Report of the Proposed Monitor, filed July 4, 2017; the Affidavit of Brian Nilsson sworn July 4, 2017, filed; the Affidavit of Jessie Taha sworn July 5, 2017; Second Affidavit of Shayne McCracken sworn July 20 2017, filed; the Confidential Supplement to the Second Affidavit of Shayne McCracken sworn July 20, 2017, unfilled; the Applicants' Bench Brief for First Extension Application filed July 20, 2017; the Affidavit #2 of Jessie Taha sworn July 20, 2017, filed; the Bench Brief of the Respondent, Canadian Western Bank Response to the Applicants' First Extension Application filed July 24, 2017; the Third Affidavit of Shayne McCracken sworn July 24, 2017; the Confidential Supplement to the Third Affidavit of Shayne McCracken sworn July 24, 2017; the Affidavit of Glenn Macdougall sworn on July 24, 2017, filed; the First Report of the Monitor dated July 24, 2017; the

Affidavit #3 of Jessie Taha sworn July 26, 2017; the Affidavit of Cameron Kerr sworn July 27, 2017, filed; the Affidavit of Chris Knash sworn July 27, 2017, filed; the Affidavit of Andy McPherson sworn July 27, 2017, filed; the Second Affidavit of Service of Lynnette Goodwin sworn July 27, 2017; and the Third Affidavit of Service of Lynnette Goodwin sworn July 27, 2017; and the Initial Order of the Honourable Justice K.G. Nielsen granted July 5, 2017 (the "**Initial Order**") **AND UPON** hearing from counsel for the Applicants, counsel for Canadian Western Bank, counsel for Business Development Bank of Canada, counsel for Ernst & Young Inc. (the "**Monitor**"), counsel for National Leasing Group Inc. and ECN Financial Corp., counsel for Sysco Canada, Inc., Weslease Income Growth Fund LP, Weslease of Canada Ltd., and Roterra Piling Ltd. counsel for First Island Financial Services Ltd. counsel for Northland Mortgage & Investment Corporation, counsel for the Canada Revenue Agency **IT IS HEREBY ORDERED AND DECLARED THAT:**

DEFINED TERMS

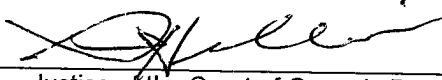
1. The terms not otherwise defined herein have the meaning ascribed thereto in the Initial Order.

SERVICE

2. The time for service of the notice of application for this Order and its supporting materials is hereby abridged to time actually given and service thereof is deemed good and sufficient.

INCREASE OF INTERIM FINANCING

3. The Applicants are hereby authorized to execute and perform the obligations pursuant to the amending Letter of Offer from Business Development Bank of Canada to the Applicants dated July 21, 2017 and provided in the Third Affidavit of Shayne McCracken sworn July 24, 2017 in Exhibit "A" (the "**Amending Letter of Offer**").
4. The Applicants are hereby authorized to borrow on the credit facility provided by the terms of the Letter of Offer and Amending Letter of Offer to an amount not exceeding \$2,500,000 unless permitted by further Order of this Court.
5. The Interim Lender's Charge is hereby increased from \$1,000,000 to \$2,500,000.


Justice of the Court of Queen's Bench of Alberta