

**COURT OF APPEAL OF ALBERTA**



COURT OF APPEAL FILE NUMBER: 1703-0237AC  
TRIAL COURT FILE NUMBER: 1703-12327  
REGISTRY OFFICE: EDMONTON  
PLAINTIFF/APPLICANT: Her Majesty the Queen in Right of Canada  
STATUS OF APPEAL: APPELLANT  
DEFENDANT/RESPONDENT: Canada North Group Inc., Canada North  
Camps Inc., Campcorp Structures Ltd., DJ  
Catering Ltd., 816956 Alberta Ltd., 1371047  
Alberta Ltd., and 1919209 Alberta Ltd.  
STATUS ON APPEAL: RESPONDENT  
DEFENDANT/RESPONDENT: Ernst & Young Inc. (in its capacity as Monitor,  
and not in its personal capacity)  
STATUS ON APPEAL: RESPONDENT  
DEFENDANT/RESPONDENT: Business Development Bank of Canada  
STATUS ON APPEAL: RESPONDENT  
DOCUMENT: **EXTRACTS OF KEY EVIDENCE**

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Appeal from the Decision of  
The Honourable Madam Justice J.E. Topolniski  
Dated the 11<sup>th</sup> day of September, 2017  
Filed the 5<sup>th</sup> day of October, 2017

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**EXTRACTS OF KEY EVIDENCE OF THE RESPONDENT, ERNST &  
YOUNG INC. IN ITS CAPACITY AS COURT-APPOINTED MONITOR  
WITH EXPANDED POWERS, AND NOT IN ITS PERSONAL CAPACITY  
OF EACH OF CANADA NORTH GROUP INC. (NOW 667402 ALBERTA  
LTD.), CANADA NORTH CAMPS INC. (NOW 18512398 ALBERTA LTD.),  
816956 ALBERTA LTD., 1371047 ALBERTA LTD.  
AND 1919209 ALBERTA LTD.**

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Canada North Group Inc., Canada North  
Camps Inc., Campcorp Structures Ltd., DJ  
Catering Ltd., 816956 Alberta Ltd.,  
1371047 Alberta Ltd., and 1919209  
Alberta Ltd. by Ernst & Young Inc. in its  
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# **TAB A**

**First Affidavit of Shayne McCracken sworn June 28, 2017**

COURT FILE NUMBER

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

**AFFIDAVIT OF SHAYNE McCracken****Sworn on July 28, 2017**

COURT FILE NUMBER

24-2266739

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-36, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF CANADA NORTH GROUP INC.

COURT FILE NUMBER

24-2266736

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-36, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF CANADA NORTH CAMPS INC.,

COURT FILE NUMBER

24-2266726

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-36, AS AMENDED

AND IN THE MATTER OF A PROPOSAL OF CAMPCORP  
STRUCTURES LTD.

COURT FILE NUMBER 24-2266743

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-36, AS AMENDED

AND IN THE MATTER OF A PROPOSAL OF D.J. CATERING LTD.

DOCUMENT **AFFIDAVIT OF SHAYNE McCracken**

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**AFFIDAVIT OF SHAYNE McCracken**

**SWORN ON JUNE 28, 2017**

I, Shayne McCracken, Businesswoman, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

**A. INTRODUCTION**

1. I am a Director and the Secretary of each of the applicants, Canada North Group Inc. ("**CNG**"), Canada North Camps Inc. ("**CNC**"), CampCorp Structures Inc. ("**CampCorp**") D.J. Catering Inc. ("**DJ**") (CNG, CNC, CampCorp and DJ, collectively, "**Canada North**"), 816956 Alberta Ltd. ("**816**") and 1371047 Alberta Ltd. ("**137**") (Canada North, 816 and 137, collectively, the "**Companies**"), and as such, the matters deposed to herein are based on my personal knowledge or on my review of the books and records maintained by the Applicants in the ordinary course of their business, entries in which books and records are made reasonably contemporaneously with the Applicants' business transactions as they occur,

except where stated to be based upon other information and belief, and where so stated, I believe the same to be true.

2. I make this Affidavit in support of an application on behalf of the Applicants for relief pursuant to the provisions of the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") in order to allow the Applicants to restructure their business and financial affairs.

**B. CORPORATE STRUCTURE AND BUSINESS OVERVIEW**

3. Canada North is a group of family-owned and operated business focused on providing workforce-housing solutions to Western-Canada's remote field services industries. Canada North primarily services the oil and gas industry as well as the construction, forestry and government sectors.
4. Canada North began in 2000 with one camp and a catering company. The company expanded over time and, in 2009, acquired a manufacturing plant in Slave Lake to provide vertical integration and the ability to manufacture modular camps.
5. Attached hereto and marked as **Exhibit A** is the organization chart for Canada North and as **Exhibit B** the organization chart for 816 and 137.
6. The Companies' operations are headquartered in Edmonton, Alberta.
7. Excluding the third party entities in red, each of the corporate entities on the two aforementioned organization charts are Alberta Corporations incorporated pursuant to the *Business Corporations Act* (Alberta) or registered pursuant to the *Partnership Act* (Alberta), except for the following entities which are incorporated as indicated below: :
  - (a) CampCorp USA Inc., which is incorporated in Arizona, U.S; and
  - (b) Spallumcheen Estates Ltd. and Morningstar Golf Club Ltd.- which is incorporated pursuant to the *Business Corporations Act* (British Columbia); and

Canada North Group Inc.

8. CNG is the parent corporation of CNC, CampCorp and DJ. CNG does not directly carry on active business.
9. CNG is wholly owned by 1995708 Alberta Ltd, which in turn is wholly owned by my husband, Paul McCracken.

Canada North Camps Inc.

10. CNC is a subsidiary of CNG. CNC operates remote workforce housing camps throughout Western Canada.

11. CNC both operates camps pursuant to fixed contracts with clients as well as maintains a geographically diverse selection of open camps that can accommodate clients on a flexible basis.
12. The Western Canadian camp industry is a highly seasonal industry with bell shaped demand peaking in January / February.
13. Generally, the profit margin on active open camps is significantly higher than on contract camps, but there are higher capitalization costs and more risk.
14. CNC operates the following camps:
  - (a) Simonette Lodge - An open camp located west of Fox Creek, Alberta
  - (b) Berland Lodge - An open camp located east of Fox Creek, Alberta
  - (c) Wabasca Lodge - An open camp located in Wabasca - Desmarais, Alberta
  - (d) HML - An open camp located in the Anzac, Alberta area.
  - (e) Peace River Lodge, Bonnyville Lodge, Cimarron Lodge, Monias Lodge and Wandering River are all temporarily closed.
15. Presently, in the off season, approximately 200 - 300 beds are occupied in the camps at any given time.

CampCorp Structures Inc.

16. CampCorp operates a modular construction manufacturing plant in Winterburn. CampCorp also handles the installation and tear down of contract camps or open camps on relocation.
17. CampCorp owns the shares of CampCorp USA Inc. ("**CampCorp USA**").
18. CampCorp USA is a manufacturing plant located in Arizona that is capable of constructing two-story custom modular commercial units.
19. CampCorp USA was originally unable to sell its modular products in the USA as it had not obtained the necessary permits.
20. Recently, the necessary permits were granted and CampCorp USA is now one of the few entities permitted to sell two-story modular products of its kind in California and Arizona. CampCorp USA has recently obtained a significant profitable construction contract for Ottawa University in Phoenix Arizona.

D. J. Catering Inc.

21. DJ holds five Miscellaneous Land Leases with the government in respect of campsites, including for Simonette and Berland, as well as three undeveloped sites. DJ is also a preferred vendor for a number of clients.

1371047 Alberta Ltd.

22. 137 is primarily a real estate holding company. It owns the Edmonton Office, the Winterburn Yard and the lands on which the Wandering River and Bonnyville camps are located.

816956 Alberta Ltd.

23. 816 owns a farm near St. Albert, Alberta.
24. 816 also owns (directly or indirectly) the shares of:
- (a) 137;
  - (b) Morningstar Golf Club Ltd., an operating golf course on Vancouver Island, B.C;
  - (c) Spallumcheen Estates Ltd., an operating golf course in the Okanogan, B.C.; and
  - (d) Carma Software Systems Inc., a company providing technologic services, including to CNC

**C. FIRST NATIONS**

25. The oil and gas industry in Western Canada often has projects that are on or near First Nations lands.
26. Canada North has a sincere commitment to working with various First Nations, both in terms of partnering for economic development and building community capacity through employment and training.
27. Canada North has had 50/50 partnerships with Bigstone Cree Nation and Heart Lake First Nation for contract camps, whereby CNC provides the camp services and the partnership shares the contract profit.
28. Canada North established a camp and catering training program with Blue Quills First Nations College of St. Paul, Alberta, which is governed by seven Nations.
29. As part of that initiative in 2013, Canada North, along with its fifty percent First Nations partner, donated a camp worth \$1.2M to the college. The students in the Camp Life program live in the donated camp and participate in the camp operations, adding practical experience to the training as well as needed accommodations.
30. The Camp Life program is now accepting its 15<sup>th</sup> cohort into the program. All graduates are offered employment by Canada North. The government has advised us that they have tracked the graduates and there is a 60% long term retention rate for graduates of this program in the camp industry, including with Canada North - which is an excellent result.
31. Canada North also make a concerted effort to hire locally, including First Nations candidates and to provide necessary support and training to build First Nations employment capacity.

**D. EMPLOYEES**

32. Canada North's key employees are as follows:

- Paul McCracken - President
- Shayne McCracken - Controller
- Kim Capjack - Chief Operating Officer
- Tyler McCracken - Catering management
- Travis McCracken - Forecasting, finances and bidding
- Jaimie Phillips - Finance and Employee Benefits
- Brian Stasynek - Head accountant
- Rob Phillips - CampCorp Manager and Maintenance Supervisor
- Susan Ramsay - Efficiency expert and operations

33. Canada North employees approximately 25 employees at the head office, most of which are long term employees with more than five years of service.

34. CampCorp presently employees approximately 14 people.

35. CNC and DJs employment fluctuates seasonally; however, many employees return season after season. Peak employment numbers for 2013 = 349, 2014 = 377, 2015 = 491, 2016 = 269, 2017 = 190.

36. As set out above, Canada North also employs a significant number of First Nations employees.

**E. ASSETS**

37. The assets of Canada North, 816 and 137 are primarily comprised of:

- (a) The machinery and equipment located at the various camps, yards and manufacturing facilities;
- (b) The value of the camps and catering as a going concern business;
- (c) Real estate; and
- (d) The values of the subsidiaries of 816: Morningstar and Spallumcheen golf courses and Carma Software Systems Inc.

38. As set out in my Confidential Supplemental Affidavit, Canada North has obtained appraisals of the machinery and equipment as a whole, the value of certain camps as going concerns and the value of certain parcels of real estate.
39. Compared to the Indebtedness as set out below, the appraisals contained the Confidential Supplemental Affidavit show that there is significant value in Canada North as a going concern if the present cash flow issues can be addressed.

**F. INDEBTEDNESS**

40. Canada North is indebted to the CRA for approximately \$1,140,000, largely for employee source deductions and GST.
41. Canada North owes its secured creditors approximately the following:
- |     |                                      |                 |
|-----|--------------------------------------|-----------------|
| (a) | Canadian Western Bank ("CWB"):       | \$21,033,797.81 |
| (b) | Business Development Bank Canada:    | \$2,081,000.00  |
| (c) | Camcork Holdings Ltd.                | \$375,000.00    |
| (d) | ECN Financial                        | \$2,951,652.73  |
| (e) | Klovansky Contracting                | \$200,000       |
| (f) | National Leasing                     | \$494,502.68    |
| (g) | Northland Mortgage & Investment Corp | \$750,000.00    |
| (h) | Sysco                                | \$1,213,331.20  |
| (i) | Wells Fargo Leasing                  | \$173,411.65    |
| (j) | Weslease Income Growth Fund          | \$6,000,000     |
42. Collectively, Canada North owes approximately a further \$6,000,000 to its unsecured creditors.
43. Attached as **Exhibit "C"** hereto is a copy of a Forbearance Agreement entered into in respect of the CWB Indebtedness. As indicated on the Forbearance Agreement, the CWB indebtedness is guaranteed by Canada North, 137, 816 and a variety of other subsidiaries and affiliated companies.
44. At the time CWB sought the Forbearance Agreement, Canada North did not (and does not) have payment defaults to CWB.
45. CWB has not issued demands on the Companies or served notices pursuant to s. 244 of the BIA.
46. In a number of cases, the Companies have provided guarantees and collateral security for the indebtedness of the other Companies.

47. Each of the Companies is presently insolvent as they are unable to pay their obligations generally as they become due and payable.

**G. FINANCIAL INFORMATION**

48. Attached hereto as **Exhibit "D"** are the consolidated year-end financial statements for Canada North Group Inc., year-ended September 30, 2016, marked "draft".
49. I understand from the accountant that the financial data in the statements is complete; however, because of the subsequent insolvency of Canada North, finalizing the statements would require significant additional work in the auditor report to the financial statements - at significant expense. As a result, Canada North did not have the audit for the 2016 statements finalized.
50. Attached hereto as **Exhibit "E"** are the consolidated year-end audited financial statements for Canada North Group Inc., year-ended September 30, 2015.
51. Attached hereto as **Exhibit "F"** are the consolidated monthly financial statements for Canada North Group Inc., for the eight month period ended May 31, 2017.

**H. CAUSES OF INSOLVENCY**

52. In the latter half of 2014, the price of oil collapsed. A barrel of West Texas Intermediate that sold for over \$100 US a barrel in June of 2014, only fetched \$50 US by the end of 2014 and just over \$40 US three months later in March of 2015.
53. The camp industry in Alberta was particularly hard hit.
54. Oil companies cancelled projects and curtailed workforces. There were significantly fewer opportunities for contract camp work and less demand for open camp spaces.
55. Oil companies also required lower prices on services, putting extreme downward pressure on profit margins to the point that some contracts simply couldn't be secured at an economically feasible rate.
56. Oil industry growth drives significant camp work as the growth involves projects that need to be supported by remote workforce housing. From the end of 2014 to the end of 2016, there was very little growth in the oil industry, and, as a result, few opportunities for new camp contracts.
57. As a result, the Companies' revenues fell approximately 50% in the 24 months following the 2014 oil crash.
58. CNRL declined to pay a \$1.8M Canada North receivable. Significant cost and efforts were put into negotiating payment with CNRL. Arbitration has been set for this matter for July 7, 2017.
59. The Fort McMurray wildfire began on May 1, 2016 and spread over almost 1.5 million acres before being declared under control on July 5, 2016.

60. HML Lodge was required to shut down and be evacuated.
61. The Wandering River Camp was made available to persons displaced by the fire as it was the right thing to do in the circumstances, but the rates that were charged were heavily subsidized by Canada North, even including contributions from the industry and government. Additionally, we needed to add extra services, like bussing children to school. Our recovery fell significantly short of covering the carrying and operating costs of the camp..
62. TransCanada and Brion Energy Corporation had entered into a four year contract for the Wandering River Camp in connection with the Grande Rapids Pipeline. That contract was cancelled after 18 months.
63. Shell cancelled the Carmen Creek Project, which left the Peace River Lodge unused and resulted in its temporary closure.
64. There was also a tragic incident at the Berland camp on June 30, 2015. A cook's helper, Daniel Goodridge, staying at the camp stabbed and killed Hally Dubois and David Derksen. Goodridge also started the camp on fire resulting in \$1M - \$2M in damage. As a result the camp had to be closed until October of 2015, resulting in significant loss of revenue. Berland has now been repaired and recovered from this tragedy.
65. The lack of oilfield growth in 2014 and on also led to a steep decline in manufacturing demand from CampCorp and led to the closure of the CampCorp Slave Lake manufacturing facility. Workforces were offered redeployment to the Winterburn yard facility.
66. Canada North had grown quickly in the period leading up to the oil crash in 2014. The initial downturn led to cash flow issues which were temporarily resolved with additional financing, however, these interest rates were often in excess of 20%, eventually compounding the financial difficulties of Canada North.
67. After many years of successful growth, with hindsight, Canada North did not initially recognize the depth and breadth of the financial issues precipitated by the drop in revenue.
68. As a result, since 2015, Canada North has had ongoing cash flow issues.
69. Canada North certainly has an appreciation now for the financial difficulties and is working with due diligence and in good faith to restructure its financial and business affairs for the benefit of its creditors, employees and other stakeholders.

# **I. RESTRUCTURING EFFORTS PRIOR TO THE NOI FILINGS**

## **Sale of Assets**

70. Given the financial difficulties of Canada North, appraisals of various assets and equipment were obtained with a view to determining a path forward involving the sale of certain assets.
71. Those appraisals, as well as certain offers on real estate, are set forth in my Confidential Supplemental Affidavit.

72. As set out in my Confidential Supplemental Affidavit, the Winterburn Yard and the Edmonton Office are both in the process of being sold. The anticipated revenue from the sales of those two parcels will provide a total of approximately \$6,500,000 to pay down the CWB Indebtedness after the mortgages and sales adjustments on those properties are made.

#### **Operational Efficiencies**

73. In 2015 and 2016, faced with downward pressure on contracts and less available work, Canada North focused on increasing profitability.
74. Through internal efficiency operational changes, CNC was able to increase its profit margins on work by 15%. Canada North further decreased its general and administrative expenses by \$2,000,000.
75. The sale of the Winterburn yard and office and consolidation of the operations to a smaller, rented site will further reduce Canada North's general and administrative expenses without impact on operations.

#### **Adjusting Manufacturing Operations**

76. As the lack of manufacturing work in the oil industry persisted, the Winterburn yard repositioned itself in the market as a modular producer for custom commercial construction projects.
77. The new manufacturing model is proving successful for Campcorp with the following new contracts:
- (a) Saskatoon School Board (approximate gross contract value \$1.2M, completed, profit margin approximately 25%); and
  - (b) Fairview Daycare (approximate gross contract value \$1.2M, to be completed, projected profit margin 25%).

#### **Refinancing**

78. Canada North has sought and continues to work on a number of refinancing possibilities:
- (a) CampCorp USA is seeking refinancing. Alliance Bank in Arizona has confirmed they would be able to refinance but for the collateral security granted by CampCorp USA in respect of Canada North obligations to CWB.
  - (b) As set out in the Confidential Supplemental Affidavit, Canada North is working with a private equity investor in respect of refinancing and/or selling various aspects of the business.

#### **Professional Assistance**

79. CNC also retained Ernie Recsetar to provide restructuring guidance and assistance. Mr. Recsetar is an attorney with expertise in financing and workouts and is ordinarily resident in the U.S.. Attached hereto as Exhibit "G" is Mr. Recsetar's resumé.

**J. NOI FILINGS**

80. On June 26, 2017, each of CNG, CNC, CampCorp and DJ filed a Notice of Intention to Make a Proposal pursuant to Part III of the *Bankruptcy and Insolvency Act*, RSC, 1985, c. B-3 ("*BIA*"). Attached hereto as **Exhibit "H"** are the four certificates of filing (the "**Certificates**").
81. The Companies sought protection under the *BIA* given the enforcement steps taken or anticipated to be taken by a number of creditors, including that the Forbearance Agreement with CWB was set to expire on June 30, 2017 and CWB had advised it would not grant further extensions.
82. Additionally, Wells Fargo Equipment Finance Company issued demands and s. 244 Notices of Intention to Enforce Security under the *BIA* dated June 6, 2017.
83. The Companies have not filed a Proposal under the *BIA*.
84. Following receipt of the Certificates on June 27, 2017, I am advised by my Counsel that she contacted Counsel for CWB and advised Counsel of the NOI filings and the intention to make an application for an Initial Order under the *Companies' Creditors Arrangement Act*, RSC, 1985, c. C-36.
85. Subsequently, also on June 27, 2017, I deposited \$134,000 receivable into the CWB account in the name of Bigstone Tansi GP Inc. and sought a bank draft to pay a CNC invoice owed by Bigstone Tansi GP Inc..
86. Bigstone Tansi GP Inc. is owned jointly by the Bigstone First Nation and by Canada North is the general partner of Bigstone Tansi LP, which is a First Nations partnership between Canada North (49%) and the Bigstone First Nations (49%) and the Bigstone Tansi GP Inc. (1%).
87. Bigstone has been dissolved as the camp contract it was incorporated for has ended and Bigstone's only remaining assets are the money as a result of the accounts receivable from the camp clients.
88. When I sought to transfer funds, the CWB Big Stone account had approximately \$134,000 from camp revenue. Those funds were due to CNC for the work that CNC had done in operating the camp. I was advised by the CWB account manager that CWB was holding the funds and would not release them to pay the CNC receivable.
89. CWB has effectively enforced against all of the assets of Bigstone without serving a s. 244 Notice under the *BIA*.
90. Attached hereto as **Exhibit "I"** is an email reply from CWB's counsel in respect of a request that CWB release its seizure of the funds.

**K. CASH FLOW PROJECTIONS RESTRUCTURING PLAN**

91. Attached as **Exhibit "J"** hereto are the weekly cash flow projections for Canada North for the period ending September 30, 2017 (the "**Cash Flow**"). Based on my knowledge of the financial position of Canada North, and based on the assumptions set out in the Cash Flow, I verily believe that the Cash Flows are fair and reasonable.

92. Canada North is negotiating with BDC in respect of debtor-in-possession financing to address the projected shortfall in the Cash Flow, which is projected to be approximately \$400,000 by September 30, 2017.
93. Canada North is seeing a return to normalcy in the demand for its services. This summer, present occupancy at the camps is 300 - 400 mandays (stays per day). The summer of 2016 saw approximately 50 mandays.
94. Canada North's projections for occupancy in the upcoming fall/winter season are also extremely promising based on the following:
- (a) The Berland and Simonette camps are located in areas high in enriched liquids gas resources. Demand for these resources (through fracking and other means) continues to be high and Berland and Simonette will see high demand in the 2017 / 2018 season as a result.
  - (b) The Simonette camp is also located near the construction of the Pembina Pipeline, which is creating high remote workforce housing demands in the area.
  - (c) The Keyera Plant is entering long term bookings for Simonette as they fear Simonette will book out.
  - (d) The Peace River camp is scheduled to be reopened shortly as there is a new bridge being built in the vicinity. The contract arising from this work is expected to last two years or so.
  - (e) The Wabasca camp is seeing high demand as the other camps in the area did not survive the downturn and there is less supply as a result.
95. The Companies plan to restructure by:
- (a) Selling real estate, including the Edmonton office, the Edmonton yard, the Arizona property and applying the net proceeds to debt;
  - (b) Potentially selling certain camps as going concerns, including, potentially Simonette and Berland;
  - (c) Seeking to adjust terms of its equipment financing, including by extending amortization or adjusting interest terms;
  - (d) Seeking refinancing or an equity partner as discussed in more detail in the Confidential Supplemental Affidavit to address the debt and cash flow issues;
  - (e) Continue to operate generally as a going concern, particularly with the improvement in economic conditions in Alberta and the improved prospects for CampCorp and CampCorp USA.
96. Based on the Cash Flow and the other information contained herein, I believe that given a reasonable period of time to reorganize the financial affairs of the Companies, there is a strong prospect that the Companies will be able to file a viable Plan of Arrangement.

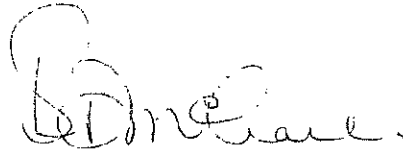
L. **PROPOSED MONITOR AND ADMINISTRATION CHARGE**

97. I believe that Ernst & Young Inc. is qualified and able to act as Monitor of Canada North, 816 and 137 in CCAA proceedings. Ernst & Young Inc. is not the auditor of Canada North, 816 or 137.
98. The Initial Order contemplates an Administration Charge against the assets of the Companies. I believe that the professionals whose fees are protected by the Administration Charge are required by the Companies in order for there to be a successful restructuring.

M. **Conclusion**

99. I swear this Affidavit in support of an application for an Initial Order under the CCAA for the Companies.

SWORN BEFORE ME at Edmonton, Alberta, this  
28<sup>th</sup> day of June, 2017

  
A Commissioner for Oaths in and for  
Alberta

SHAYNE McCracken

**Stephanie A. Wanke**  
Barrister & Solicitor

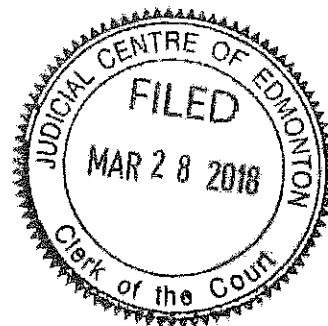
## **TAB B**

**Amended Order Increasing Administration Charge, Approving Plan of Arrangement under Section 193 of the *Business Corporations Act* (Alberta) and the Subsequent Sale of Certain Camp Assets granted by Justice S.D. Hillier on March 20, 2018, filed March 28, 2018**

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

*m. Hodgson*  
for Clerk of the Court

Clerk's stamp:



COURT FILE NUMBER

1703 12327

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.,  
1371047 ALBERTA LTD. and 1919209  
ALBERTA LTD.

DOCUMENT

*Amended*

**ORDER INCREASING ADMINISTRATION  
CHARGE, APPROVING PLAN OF  
ARRANGEMENT UNDER SECTION 193 OF  
THE BUSINESS CORPORATIONS ACT  
(ALBERTA) AND THE SUBSEQUENT SALE  
OF CERTAIN CAMP ASSETS**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP  
Barristers and Solicitors  
2700, Commerce Place  
10155-102 Street  
Edmonton, AB, Canada T5J 4G8  
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Stephanie A. Wanke  
Lawyer's Email: swanke@millerthomson.com  
File No.: 230560.1

DATE ON WHICH ORDER WAS PRONOUNCED: March 20, 2018

LOCATION OF HEARING: Edmonton, AB

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice S.D. Hillier

UPON the application of Canada North Camps Inc. ("CNC"), D.J. Catering Ltd. ("DJ"), Campcorp Structures Ltd. ("CSL"), Canada North Group Inc. ("CNGI"), 816956 Alberta Ltd. ("816"), 1371047 Alberta Ltd. ("137") and 1919209 Alberta Ltd. ("191") (collectively, the "Applicants"), including applications for:

- (a) an order approving the sale transaction contemplated by an agreement of purchase and sale (the "Winterburn Sale Agreement") between 1371047 Alberta Ltd. and 2007062 Alberta Ltd. or nominee (the "Winterburn Purchaser") dated February 17, 2018 and appended as Schedule "D" to the Confidential Supplement to the 11<sup>th</sup> Report of Ernst & Young Inc. in its capacity as Monitor of the Applicant (the "Monitor") dated March 12, 2018 and vesting the Winterburn Purchaser (or its nominee) 137's right, title and interest in and to the land and improvements described in the Winterburn Sale Agreement and any chattels or equipment included in the Winterburn Sale Agreement (the "Winterburn Property") (the "Winterburn Application"); and
- (b) an order approving the sale transaction (the "Camp Transaction") contemplated by a Binding Letter of Intent between CNC, DJ, CSL, CNGI, 816, Spallumcheen Estates Ltd. ("Spall"), McCracken Group Inc. ("MGI"), 191 and Carma Software Systems Inc. ("Carma") (CNC, DJ, CSL, CNGI, 816, Spall, MGI, 191 and Carma, collectively, the "Camp Parties") and 2092688 Alberta Ltd. ("209") XALTA Capital Partners Ltd. ("XALTA"), TEC Investment Properties Inc. ("TEC") (209, XALTA and TEC, collectively, the "Camp Purchaser") dated February 22, 2018 and appended as Exhibit "A" to the Confidential Supplement to the First Affidavit of Paul McCracken sworn on February 23, 2018, as amended by Amending Agreement (the "Amending Agreement") made between the Camp Parties and the Camp Purchaser dated March 13, 2018 and appended as Exhibit "A" to the Confidential Supplement to the Second Affidavit of Paul McCracken sworn March 13, 2018 (the "Affidavit Supplement") (collectively, the "Camp LOI") and vesting the Applicants' right, title and interest:
  - (i) in TEC in and to the Assets (as defined in the Camp LOI) (the "Camp Property");
  - (ii) in NewGolfCo (as defined in the Camp LOI) ("NewGolfCo") in and to all of the issued and outstanding shares of Spall; and
  - (iii) in NewCo (as defined in the Camp LOI) ("NewCo") in and to all of the issued and outstanding shares of DJ, Carma and CSL.(the Camp Property and the shares of Spall, DJ, Carma and CSL, collectively, the "Camp Assets")
- (c) an order approving certain pre-closing transactions necessary to give effect to the Camp Transaction including a Plan of Arrangement under s. 193 of the *Business Corporations Act* (Alberta) (the "BCA"), in the form attached hereto as Schedule "A";

AND UPON having read the Second Affidavit of Paul McCracken sworn March 13, 2018, filed, the Confidential Supplement to the Second Affidavit of Paul McCracken sworn March 13, 2018, unfiled (the "Affidavit Supplement"), the Eleventh Affidavit of Shayne McCracken, sworn March 20, 2018, to be filed, the Affidavit of Service of Linda Guadette, sworn March 20, 2018, the Tenth and Eleventh Report of Ernst and Young Inc., filed, and the Confidential Supplement to the Eleventh Report, unfiled (the "Report Supplement"), in its capacity as Monitor of the Applicants (the "Monitor"), all dated March 12, 2018; 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 the Monitor, counsel for Weslease Income Growth Fund LP, counsel for

ECN Financial and National Leasing Inc., counsel for Canadian Western Bank, counsel for First Island Financial and such other counsel as are present;

**AND UPON NOTING:**

- (a) the condition period has been extended with respect to the Winterburn Transaction; and
- (b) Her Majesty the Queen in Right of Canada (the "Crown") submitted proofs of claim in these proceedings for the following claims against CSL and DJ:
  - (i) CSL: \$18,079.69, unsecured;
  - (ii) CSL: \$32,626.50, property/deemed trust claim (the "Crown CSL Deemed Trust Claim")
  - (iii) DJ: \$45,006.55, unsecured(collectively, the "Crown Claims")

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**Service**

- 1. The terms not otherwise defined herein have the meaning ascribed thereto in the Initial Order.
- 2. The time for service of the notice of application for this order is hereby abridged to time actually given and service thereof is deemed good and sufficient.

**Extension of Stay**

- 3. The Stay Period as referred to and defined in paragraph 13 of the Initial Order is hereby extended up to and including April 30, 2018.

**Increase of Administration Charge**

- 4. The Administration Charge as referred to and defined in paragraph 30 of the Initial Order is hereby increased to an aggregate amount of \$950,000.
- 5. The priority of the Administration Charge in favour of its beneficiaries for this increase and the claim of the Crown for outstanding source deductions by Canada North Camps Inc. and Campcorp Structures Ltd. is subject to the final resolution of the Crown's appeal in Court of Appeal File Number 1703-0237AC (the "Crown Appeal") or any appeal thereof to the Supreme Court of Canada.
- 6. Nothing in this Order including paragraph 4 hereof shall prejudice the position of any party in the Crown Appeal, or any appeal thereof to the Supreme Court of Canada.

**Winterburn Application**

- 7. The Winterburn Application is adjourned sine die.

### Sale of the Camp Assets

8. In respect of the sale of the Camp Assets, the order of closing of said transactions shall be as follows:
  - (a) First, the Pre-Closing Transactions (as hereinafter defined); and
  - (b) Thereafter, the Camp Transaction.
9. The Pre-Closing Transactions shall not proceed until the Monitor receives evidence satisfactory to it that the Camp Purchaser has removed all conditions and is prepared to proceed to close the Camp Transaction.

### Pre-Closing Transactions

10. The Plan of Arrangement, in the form attached as Schedule "A" to this Order is hereby approved by this Court under s. 193 of the BCA.
11. The terms and conditions of the Plan of Arrangement are fair and reasonable to all affected parties.
12. Pursuant to s. 193(4)(b) of the BCA, the requirement for a meeting of creditors of the Applicants is dispensed with as no creditors are negatively affected by the Plan of Arrangement.
13. Each of the Applicants and their subsidiaries is hereby directed and authorized to cancel any debt owing to them by:
  - (a) Spall;
  - (b) DJ;
  - (c) Carma
  - (d) Campcorp USA, Inc; and
  - (e) CSL.other than any debt owing from Campcorp USA, Inc. to CSL or as otherwise expressly approved by the Camp Purchaser.  
(the Plan of Arrangement and the cancellation of debt, collectively, the "Pre-Closing Transactions")
14. The requirement for a meeting of shareholders under s. 193(4)(a) of the BCA is satisfied by the resolution of the sole shareholder of each of DJ and CSL, being CNGI, dated March 20, 2018 and attached to the Eleventh Affidavit of Shayne McCracken sworn on March 20, 2018.
15. The Pre-Closing Transactions will, upon the filing of the Pre-Closing Transactions' Monitor's Certificate in the form set out in Schedule B-1 hereto ("Pre-Closing Transactions' Monitor's Certificate"), become effective in accordance with their terms and be binding on each of the Applicants and all other persons including, without limitation, the shareholders and creditors of the Applicants including:

- (a) all of the DJ Transferred Property (as defined in the Plan of Arrangement) and all Claims against DJ and the DJ Transferred Property (the "DJ Claims") shall transfer to and be assumed by CNGI and the DJ Claims will attach to the DJ Transferred Assets with the same priority as they had with respect to the DJ Transferred Property immediately prior to the transfer, as if the DJ Transferred Property had not transferred and remained in the possession or control of DJ;
  - (b) DJ shall be free and clear of all DJ Claims whatsoever, other than the Permitted DJ Claims (as defined in the Plan of Arrangement);
  - (c) all of the CSL Transferred Property (as defined in the Plan of Arrangement) and all Claims against CSL and the CSL Transferred Property other than the Permitted CSL Claims (as defined in the Plan of Arrangement) (the "CSL Claims") shall transfer to and be assumed by CNGI and the CSL Claims will attach to the CSL Transferred Assets with the same priority as they had with respect to the CSL Transferred Property immediately prior to the transfer, as if the CSL Transferred Property had not transferred and remained in the possession or control of CSL; and
  - (d) CSL shall be free and clear of all CSL Claims whatsoever, other than the Permitted CSL Claims (as defined in the Plan of Arrangement).
16. The liability of CSL and DJ to the Crown for liabilities incurred on or before July 5, 2017 shall be limited to the Crown Claims.
17. The Crown shall look to the assets transferred from CSL to CNGI pursuant to the Plan of Arrangement for payment of the Crown CSL Deemed Trust Claim before looking to CSL.
18. The Applicants and the Monitor and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Pre-Closing Transaction.

Approval of Camp Transaction and Plan of Arrangement

19. The Camp Transaction is hereby approved and the execution of the Camp LOI by the Camp Parties are hereby authorized and approved, with such minor amendments as the Camp Parties may deem necessary, subject to approval by the Monitor.
20. The purchase price allocation as set out in the Amending Agreement is hereby approved.
21. As part of the Camp Transaction, NewCo will assume all of the covenants, liabilities and payments of CNC with respect to the Equipment Lease made among DJ, CNC and Weslease Income Growth Fund Limited Partnership dated November 28, 2017.
22. Upon receipt of the Pre-Closing Transactions' Monitor's Certificate, the Camp Parties are hereby authorized and directed to proceed to close the Camp Transaction and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Camp Transaction or for the conveyance of the Camp Assets to TEC, NewGolfCo and NewCo, respectively.

Vesting of the Camp Property

23. Upon the delivery of a Monitor's certificate to the Camp Parties substantially in the form set out in Schedule C-1 hereto (the "Camp Monitor's Certificate"), all of the Applicants' right, title and interest in and to

- (a) the Camp Property described as the Assets in the Camp LOI and listed on Schedule C-2 hereto;
- (b) all of the issued and outstanding shares of Spall; and
- (c) all of the issued and outstanding shares of DJ, Carma and CSL.

shall vest absolutely in the name of TEC, with respect to the Camp Property, in the name of NewGolfCo, with respect to the shares of Spall and in the name of NewCo, with respect to the shares of DJ, Carma and CSL, all free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, municipal taxes, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing:

- (d) any encumbrances or charges created by the Initial Order;
- (e) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- (f) those Claims listed on Schedule C-3 hereto (all of which are collectively referred to as the "Camp Encumbrances", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on Schedule C-4) (the "Permitted Camp Encumbrances"); and

for greater certainty, this Court orders that all of the Camp Encumbrances affecting or relating to the Camp Assets are hereby expunged and discharged as against the Camp Assets.

24. The counsel for the Applicants shall, immediately upon closing, deliver the net proceeds from the sale of the Camp Assets to the Monitor to be held in trust by the Monitor and, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Camp Assets shall be held by the Monitor and shall stand in the place and stead of the Camp Assets, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Camp Assets with the same priority as they had with respect to the Camp Assets immediately prior to the sale, as if the Camp Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

25. The Camp Purchaser, DJ, Spall, CSL, Carma, NewCo and NewGolfCo shall, by virtue of the completion of the Camp Transaction, have no liability of any kind whatsoever in respect of any Claims against the Camp Parties or the Camp Assets.

26. The Camp Parties and all persons who claim by, through or under the Camp Parties in respect of the Camp Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Camp Property and, to the extent that any such persons remains in possession or control of any of the Camp Property, they shall forthwith deliver possession thereof to the Camp Purchaser (or its nominee).
27. TEC, NewCo and NewGolfCo shall be entitled to enter into and upon, hold and enjoy the Camp Property for its own use and benefit without any interference of or by the Camp Parties, or any person claiming by or through or against the Camp Parties.
28. Immediately after the closing of the Camp Transaction, the holders of the Permitted Camp Encumbrances shall have no claim whatsoever against the Monitor or the Camp Parties.
29. The Monitor is to file with the Court a copy of the Camp Monitor's Certificate, forthwith after delivery thereof to the Camp Parties.
30. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and section 20(e) of the *Alberta Personal Information Protection Act*, the Camp Parties are authorized and permitted to disclose and transfer to TEC, NewCo and NewGolfCo all human resources and payroll information in the Camp Parties records pertaining to the Camp Parties past and current employees. TEC, NewCo and NewGolfCo shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Camp Parties.
31. Notwithstanding:
  - (a) The pendency of these proceedings;
  - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the Camp Parties and any bankruptcy order issued pursuant to any such applications; and
  - (c) Any assignment in bankruptcy made in respect of the Camp Parties

the vesting of the Camp Assets in TEC, NewGolfCo and NewCo pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Camp Parties and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
32. The Camp Parties, the Monitor, the Camp Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Camp Transaction.

### Distributions and Payments in respect of Priority Claims

33. Upon receipt of the net proceeds from the Camp Transaction, the Monitor is hereby authorized and directed to make the following distributions and payments:
- (a) To Business Development Bank of Canada ("BDC"), sums sufficient to payout and retire in full the outstanding obligations as secured by the Interim Lender's Charge (as defined in the Initial Order and amended thereafter);
  - (b) To the beneficiaries of the Administration Charge, amounts as necessary to retire their outstanding accounts for professional fees;
  - (c) To the Crown:
    - (i) The sum of \$685,542.93 representing the deemed trust source deduction claims of the Crown in the amount of \$32,626.50 in respect of CSL and in the amount of \$652,916.43 in respect of CNC.
34. Notwithstanding the distributions and payments to be made by the Monitor as directed in the foregoing paragraph, the allocation of the interim financing, the Administration Charge, and the deemed trust source deduction payments shall, among the various Applicants and their assets, and the effect on creditors claiming against those assets, are reserved to be determined at a later date. Nothing contained in this Order shall be considered as prejudicing the position of any parties nor shall be considered as affecting any parties' rights in respect of any subsequent application to determine that allocation.

### Directions respecting Sale of Surplus Assets

35. The Applicants are hereby directed to, under the supervision of the Monitor proceed to obtain liquidation proposals for the unutilized and surplus rolling stock and dorms presently located at either the Winterburn Yard or the farm property located in the St. Alberta annexation zone.
36. The Monitor is at liberty to make further application to this Honourable Court for such expansion of its powers as it considers necessary or appropriate to effect further liquidation of the remaining assets of the Applicants prior to the anticipated closing date of the Camp Transaction.

### Sealing the Confidential Supplement and the Report Supplement

37. The Confidential Supplement and the Report Supplement shall be sealed on the Court file until further order of this Court, notwithstanding Division 4 of Part 6 of the Alberta Rules of Court. The First Confidential Supplement shall be kept confidential and shall not form part of the public record.
38. The Clerk of this Honourable Court shall file the Report Supplement in a sealed envelope that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY ERNST & YOUNG INC., in its capacity as Court-Appointed Monitor of CANADA NORTH GROUP INC., et al. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO AN ORDER ISSUED BY JUSTICE S.D. HILLIER ON March 20, 2018 UNTIL FURTHER ORDER OF THIS COURT.

39. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY CANADA NORTH GROUP INC., et al. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO AN ORDER ISSUED BY JUSTICE S.D. HILLIER ON March 20, 2018 UNTIL FURTHER ORDER OF THIS COURT.

"S. D. HILLIER"  
J.C.Q.B.A.

## SCHEDULE A – PLAN OF ARRANGEMENT

### PLAN OF ARRANGEMENT

PURSUANT TO s. 193 of the *BUSINESS CORPORATIONS ACT* (Alberta)

#### ARTICLE 1 – DEFINITIONS

- 1.1 Approval Order shall mean an Order made by the Court of Queen's Bench of Alberta approving this Plan of Arrangement and giving effect to the transaction set out herein and providing for the filing of a Monitor's Certificate on completion of the Camp Purchaser's purchase obligations under the Camp Transaction;
- 1.2 Camp Transaction is the sale transaction contemplated by a Binding Letter of Intent between CNC, DJ, CSL, CNGL, 816956 Alberta Ltd. ("816"), Spallumcheen Estates Ltd. ("Spall"), McCracken Group Inc. ("MGI"), 191 and Carma Software Systems Inc. ("Carma") (CNC, DJ, CSL, CNGL, 816, Spall, MGI, 191 and Carma, collectively, the "Camp Parties") and 2092688 Alberta Ltd. ("209") XALTA Capital Partners Ltd. ("XALTA"), TEC Investment Properties Inc. ("TEC") (209, XALTA and TEC, collectively, the "Camp Purchaser") dated February 22, 2018 and appended as Exhibit "A" to the Confidential Supplement to the First Affidavit of Paul McCracken sworn on February 23, 2018, as amended by Amending Agreement made between the Camp Parties and the Camp Purchaser dated March 13, 2018 and appended as Exhibit "A" to the Confidential Supplement to the Second Affidavit of Paul McCracken sworn March 13, 2018 (collectively, the "Camp LOI") and vesting the Applicants' right, title and interest:
- (a) in TEC in and to the Assets (as defined in the Camp LOI) (the "Camp Property");
  - (b) in NewGolfCo (as defined in the Camp LOI) ("NewGolfCo") in and to all of the issued and outstanding shares of Spall; and
  - (c) in NewCo (as defined in the Camp LOI) ("NewCo") in and to all of the issued and outstanding shares of DJ, Carma and CSL.
- 1.3 Claims shall mean any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;
- 1.4 CNGL shall mean Canada North Group Inc.
- 1.5 CSL shall mean Campcorp Structures Ltd.;
- 1.6 CSL Transferred Assets shall mean all assets of CSL other than the shares of Campcorp, USA Inc. and such collateral assets necessary to maintain that ownership interest;
- 1.7 DJ shall mean D.J. Catering Ltd.
- 1.8 DJ Contracts shall mean:
- (a) The Miscellaneous Land Leases held by DJ;

- (b) Any preferred or approved vendor or supplier status held by DJ; and
  - (c) The Equipment Lease made among DJ, Canada North Camps Inc. and Weslease Income Growth Fund Limited Partnership dated November 28, 2017
- 1.9 DJ Transferred Assets shall mean all assets of DJ other than the DJ Contracts;
- 1.10 Monitor's Certificate shall be a Certificate delivered by Ernst & Young Inc. in its capacity as Court-Appointed Monitor of CNGI, DJ and CSL, and other entities, pursuant to the *Companies' Creditors Arrangement Act* (Canada) and a vesting order to be obtained in connection with the Camp Transaction.
- 1.11 Permitted CSL Claims shall mean:
- (a) any obligation of Campcorp, USA Inc. to Campcorp Structures Ltd.; and
  - (a) Claims of Her Majesty the Queen in Right of Canada (the "Crown")
40. Permitted DJ Claims shall mean Claims of the Crown

#### ARTICLE 2- PURPOSE

- 2.1 The purpose of the Plan is to implement a compromise between DJ Catering Ltd. ("DJ") and Campcorp Structures Ltd. ("CSL") and each of their creditors for the purpose of preserving the rights of the creditors with respect to the assets of DJ and CSL and facilitating a subsequent sale of shares of DJ and CSL for the benefit of the creditors of CNGI.

#### ARTICLE 3 - TRANSACTION

- 3.1 The following transactions shall all occur simultaneously:
- (a) The DJ Transferred Assets and all Claims against DJ and the DJ Transferred Assets (the "DJ Claims") shall transfer to and be assumed by CNGI and the DJ Claims will attach to the DJ Transferred Assets with the same priority as they had with respect to the DJ Transferred Assets immediately prior to the transfer, as if the DJ Transferred Assets had not transferred and remained in the possession or control of DJ; DJ shall thereafter be free and clear of all DJ Claims whatsoever, except for the Permitted DJ Claims;
  - (b) All of the CSL Transferred Assets and all Claims against CSL and the CSL Transferred Assets (the "CSL Claims") shall transfer to and be assumed by CNGI and the CSL Claims will attach to the CSL Transferred Assets with the same priority as they had with respect to the CSL Transferred Assets immediately prior to the transfer, as if the CSL Transferred Assets had not transferred and remained in the possession or control of CSL;
  - (c) CSL shall thereafter be free and clear of all CSL Claims whatsoever, except for the Permitted CSL Claims.

#### ARTICLE 4 - PLAN IMPLEMENTATION

- 4.1 The Plan shall be implemented on the filing of the Monitor's Certificate.

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## SCHEDULE B – 1

### Form of Monitor's Certificate

COURT FILE NUMBER 1703 12327

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.,  
1371047 ALBERTA LTD. and 1919209  
ALBERTA LTD.

#### DOCUMENT

#### Monitor's Certificate (Pre-Closing Transaction)

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

DUNCAN CRAIG LLP  
Suite 2800, 10060 Jasper Avenue  
Edmonton, Alberta T5J 3V9  
Attn: Darren R. Bieganeck, QC  
Phone: 780.441.4386  
Fax: 780.428.9683  
Email: dbieganeck@dcllp.com

#### RECITALS

- A. Pursuant to an Order of the Honourable Justice K.G. Nielsen of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated July 5, 2017 was appointed as the Monitor of CANADA NORTH GROUP INC. ("CNGI"), CANADA NORTH CAMPS INC. ("CNC"), CAMPCORP STRUCTURES LTD. ("CSL"), D.J. CATERING LTD. ("DJ"), 816956 ALBERTA LTD. ("816"), 1371047 ALBERTA LTD. ("137") and 1919209 ALBERTA LTD. ("191") (collectively, the "Debtor").
- B. Pursuant to an Order of the Court dated March 20, 2018, the Court approved the Plan of Arrangement and the Pre-Closing Transactions (the "Pre-Closing Transactions") in anticipation of completing the Camp Transaction (as defined in the Order dated March

20, 2018), and encompassed in a Plan of Arrangement among CNGI, CSL, DJ (the "Plan of Arrangement").

- C. Unless otherwise indicated herein, the capitalized terms shall have the meaning set forth in the Plan of Arrangement;

THE MONITOR CERTIFIES the following:

1. The share exchange and asset transfers as contemplated by the Plan of Arrangement have been completed to the satisfaction of the Monitor.
2. This Certificate was delivered by the Monitor at [Time] on [Date].

Ernst & Young Inc., in its capacity  
as Monitor of the Debtor and not  
in its personal capacity.

Per; \_\_\_\_\_

Name:

Title:

## SCHEDULE C – 1

### Form of Monitor's Certificate

COURT FILE NUMBER

1703 12327

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.,  
1371047 ALBERTA LTD. and 1919209  
ALBERTA LTD.

DOCUMENT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

#### Monitor's Certificate (Camp Transaction)

DUNCAN CRAIG LLP  
Suite 2800, 10080 Jasper Avenue  
Edmonton, Alberta T5J 3V9  
Attn: Darren R. Bieganeck, QC  
Phone: 780.441.4386  
Fax: 780.428.9683  
Email: dbieganeck@dcllp.com

### RECITALS

- A. Pursuant to an Order of the Honourable Justice K.G. Nielsen of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated July 5, 2017 was appointed as the Monitor of CANADA NORTH GROUP INC. ("CNGI"), CANADA NORTH CAMPS INC. ("CNC"), CAMPCORP STRUCTURES LTD. ("CSL"), D.J. CATERING LTD. ("DJ"), 816956 ALBERTA LTD. ("816"), 1371047 ALBERTA LTD. ("137") and 1919209 ALBERTA LTD. ("191") (collectively, the "Debtor").
- B. Pursuant to an Order of the Court dated March 20, 2018, the Court approved the safe transaction (the "Camp Transaction") contemplated by a Binding Letter of Intent between CNC, DJ, CSL, CNGI, 816956 Alberta Ltd. ("816"), Spallumcheen Estates Ltd. ("Spall"), McCracken Group Inc. ("MGI") and Carma Software Systems Inc. ("Carma") (CNC, DJ, CSL, CNGI, 816, Spall, MGI and Carma, collectively, the "Camp Parties")

and 2092688 Alberta Ltd. ("209") XALTA Capital Partners Ltd. ("XALTA"), TEC Investment Properties Inc. ("TEC") (209, XALTA and TEC, collectively, the "Camp Purchaser") dated February 22, 2018 and appended as Exhibit "A" to the Confidential Supplement to the First Affidavit of Paul McCracken sworn on February 23, 2018, as amended by Amending Agreement made between the Camp Parties and the Camp Purchaser dated March 13, 2018 and appended as Exhibit "A" to the Confidential Supplement to the Second Affidavit of Paul McCracken sworn March 13, 2018 (collectively, the "Camp LOI") and provided for the vesting of the Applicants' right, title and interest:

- (a) in TEC in and to the Assets (as defined in the Camp LOI) (the "Camp Property");
- (b) in NewGolfCo (as defined in the Camp LOI) ("NewGolfCo") in and to all of the issued and outstanding shares of Spall; and
- (c) in NewCo (as defined in the Camp LOI) ("NewCo") in and to all of the issued and outstanding shares of DJ, Carma and CSL.

(the Camp Property, the shares of Spall, DJ, Carma and CSL, collectively, the "Purchased Assets")

which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Camp Parties of a certificate confirming (i) the payment by TEC of the purchase price (plus applicable GST) for the Camp Property (ii) the payment of the loan amount to NewGolfCo and subsequent loan to Spall and irrevocable direction to be paid to Canadian Western Bank on the account of Spall's guarantee of the indebtedness of the Debtor to Canadian Western Bank, (iii) the payment of \$1.00 to MGI for the shares of Spall (iv) the payment of the share purchase price to CNGI for the shares of DJ and CSL, (v) the payment of the share purchase price to 816 for the shares of Carma (vi) the payment of the guarantee amount to settle the liabilities of Paul McCracken and Shayne McCracken; (vii) that the conditions to Closing as set out in section 6 of the Camp LOI have been satisfied or waived by the Monitor and the Camp Purchaser; and (viii) the Camp Transaction has been completed to the satisfaction of the Monitor.

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

THE MONITOR CERTIFIES the following:

1. TEC has paid and the applicable Debtors have received the purchase price (plus applicable GST) for the Camp Property.
2. XALTA has paid the loan amount to NewGolfCo and NewGolfCo has subsequently loaned the loan amount to Spall and irrevocably directed the funds to be paid to Canadian Western Bank on the account of Spall's guarantee of the indebtedness of the Debtor to Canadian Western Bank.
3. NewGolfCo has paid \$1.00 to MGI for the shares of Spall.
4. NewCo has paid the share purchase price to CNGI for the shares of DJ and CSL.
5. NewCo has paid the share purchase price to 816 for the shares of Carma.
6. NewCo has paid the guarantee amount to settle the liabilities of Paul McCracken and Shayne McCracken.
7. The conditions to Closing as set out in section 6 of the Camp LOI have been satisfied or waived by the Monitor and the Camp Purchaser.
8. The Camp Transaction has been completed to the satisfaction of the Monitor.
9. This Certificate was delivered by the Monitor at [Time] on [Date].

Ernst & Young Inc., in its capacity  
as Monitor of the Debtor and not  
in its personal capacity.

Per: \_\_\_\_\_

Name:

Title:

## SCHEDULE C-2

### Property

- Furnishing and fixtures used in the Canada North Group office building located at 16903 129 Ave NW, Edmonton, AB T5V 1L2, including computers and server;
- The following assets of 191, 199, Spall, CNC, 816, CSL, DJ and Carma:

intangible brand and intellectual property assets;

right to use names, trade names, logos, website, telephone numbers;

customer lists

smallwares used to support the Berland and Simonette Camps and the DJ Catering operations, being the replacement linens, appliances, etc., stored at the farm property in the St. Albert Annexation Zone and at the Winterburn Property

- The contracts necessary for NewCo to utilize the Camp Assets and continue the catering operations of DJ catering and the Berland and Simonette Camps, including the rights of the Applicants in the following contracts:

The Sub-Lease made between Brxton Construction LP and CNC, dated September 5, 2017;

The Waterton Springs Campsite Agreement made between the Skyline Hikers of the Canadian Rockies Waterton Springs Campsite Agreement and CNC, dated May 1, 2017;

The Standing Offer No SO-CJL17BCWS-002 made between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Forest, Lands and Natural Resource Operations and CNC, dated April 17, 2017;

The Camp Management and Catering Agreement made between Keyera Energy and CNC dated April 19, 2016;

The Food Services Contract to be finalized between Alberta Justice and Solicitor General and CNC with respect to Training Academy – Food Services

[Remainder of Page Left Intentionally Blank, Equipment Lists to Follow]

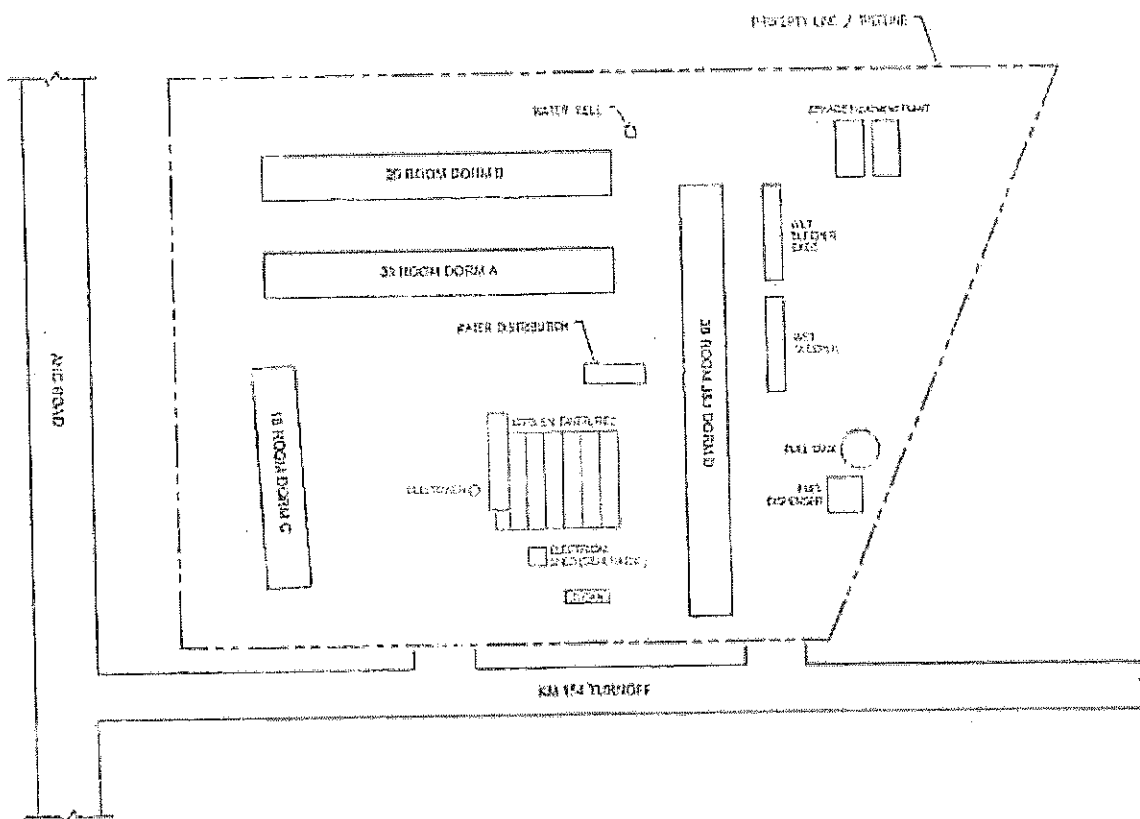
|     |                                       |                           |      |           |
|-----|---------------------------------------|---------------------------|------|-----------|
| 131 | DORM A 29 ROOM                        | 26026114 to 119           | 2009 | Berland   |
| 132 | RIG CAMP 5 UNIT                       | 254050972 to 976          | 2007 | Berland   |
| 133 | DORM C EXECUTIVE<br>18 RM             | 256062537 to 539 & 541 to | 2006 | Berland   |
| 134 | DORM B 39 ROOM                        | 260816891                 | 2009 | Berland   |
| 135 | DORM B 39 ROOM                        | 260816901                 | 2009 | Berland   |
| 136 | DORM B 39 ROOM                        | 260828606                 | 2009 | Berland   |
| 137 | DORM B 39 ROOM                        | 260829043                 | 2009 | Berland   |
| 138 | DORM B 39 ROOM                        | 260829074                 | 2009 | Berland   |
| 139 | DORM B 39 ROOM                        | 264829046                 | 2009 | Berland   |
| 140 | DINER                                 | 201517WB015               | 2015 | Berland   |
| 141 | REC - 1 UNIT                          | 991260S31420              | 2015 | Berland   |
| 142 | KITCHEN / DINER                       | NAL11378                  | 2015 | Berland   |
| 143 | GENERATOR                             | R515988                   | 2011 | Berland   |
| 144 | KITCHEN / DINER                       | X152NSNBC                 | 2015 | Berland   |
| 1   | DORM D 42 ROOM<br>JACK & JILL 8 UNIT  | 201504WB001 to 008        | 2015 | Berland   |
|     | WS1                                   | FXWS2011001               | 2013 | Berland   |
|     | WS2                                   | 123                       | 2008 | Berland   |
|     | WS3                                   | 26005918                  | 2006 | Berland   |
| 172 | WATER STORAGE                         | 236948992                 | 2009 | Berland   |
| 173 | C CAN GREY                            | FWLU4001463               | 2011 | Berland   |
| 175 | BARRIERS JERSEY - 4<br>ONLY           |                           | 2016 | Berland   |
| 277 | TANK FUEL 500 L                       | 74837                     | 2012 | Berland   |
| 278 | FUEL DISPENSING<br>SYSTEM - CARD LOCK | 1446668                   | 2012 | Berland   |
| 279 | CELL TOWER                            |                           | 2007 | Berland   |
| 280 | ELECTRICAL SHED                       |                           | 2011 | Berland   |
| 87  | WELLSITE EXEC<br>DOUBLE ENDER         | 110                       | 2007 | Simonette |
| 88  | WELLSITE EXEC<br>DOUBLE ENDER         | 112                       | 2007 | Simonette |
| 89  | WELLSITE EXEC<br>DOUBLE ENDER         | 115                       | 2007 | Simonette |
| 90  | WELLSITE EXEC<br>DOUBLE ENDER         | 120                       | 2008 | Simonette |
| 91  | PUMP HOUSE TRIPLE<br>7 RENTALS        | 1005                      | 2015 | Simonette |
| 92  | LAUNDRY UNIT                          | 240016703                 | 2014 | Simonette |
| 93  | RIG CAMP 6 UNIT                       | 254050977 to 982          | 2007 | Simonette |
| 94  | KITCHEN - 8 UNIT                      | 201414SL001 to 008        | 2014 | Simonette |
| 95  | DORM 42 RM J & J                      | 201508WB001 to 008        | 2015 | Simonette |

|     |                                          |                       |      |           |
|-----|------------------------------------------|-----------------------|------|-----------|
| 96  | DORM J 21 ROOM<br>EXECUTIVE              | 201507WB001 to 008    | 2015 | Simonette |
| 97  | CORRIDOR                                 | 201517WB011           | 2015 | Simonette |
| 98  | CORRIDOR                                 | 201517WB012           | 2015 | Simonette |
| 99  | CORRIDOR                                 | 201517WB013           | 2015 | Simonette |
| 101 | CORRIDOR                                 | 201517WB019           | 2015 | Simonette |
| 102 | REC 3 UNIT                               | 201517WB020,21,25     | 2015 | Simonette |
| 103 | CORRIDOR                                 | 201517WB022           | 2015 | Simonette |
| 104 | CORRIDOR                                 | 201517WB024           | 2015 | Simonette |
| 105 | CORRIDOR                                 | 201517WB026           | 2015 | Simonette |
| 106 | DORM A 38 UNIT                           | FX38D201334001 to 008 | 2013 | Simonette |
| 107 | DORM UNIT                                | FX38D201334LS         | 2013 | Simonette |
| 108 | DORM B 38 UNIT                           | FX38D201335001 to 008 | 2013 | Simonette |
| 109 | DORM UNIT                                | FX38D201335LS         | 2013 | Simonette |
| 110 | WELLSITE DOUBLE<br>ENDER                 | FXWS201311002         | 2013 | Simonette |
| 111 | REC 3 UNIT                               | SL3UR201343001        | 2013 | Simonette |
| 112 | REC 3 UNIT                               | WB3UR201343002        | 2013 | Simonette |
| 113 | REC 3 UNIT                               | WB3UR201343003        | 2013 | Simonette |
| 114 | KITCHEN 5 UNIT - 2<br>ONLY               | SL5UK201338001        | 2013 | Simonette |
| 115 | KITCHEN 5 UNIT - 2<br>ONLY               | SL5UK201338002        | 2013 | Simonette |
| 157 | CONTAINER                                | 478698 8GREY          | 2012 | Simonette |
| 158 | WATER STORAGE<br>6,000 GAL C CAN<br>BLUE | CWWU418049_945GI      | 2013 | Simonette |
| 159 | WATER STORAGE -<br>6,000 GAL             | CWWU4180647           | 2013 | Simonette |
| 160 | C-CAN                                    | GLDU0971012           | 2011 | Simonette |
| 161 | C CAN 20' X 8.5' TAN                     | PVCU2185390           | 2011 | Simonette |
| 162 | C CAN 20' X 8.5' TAN                     | PVCU218564022GI       | 2011 | Simonette |
| 174 | BARRIERS, JERSEY 6' x 4030b<br>1,140 KG  |                       | 2016 | Simonette |
| 213 | TANK 400 BBL                             | 100BBL 4210 02        | 2015 | Simonette |
| 214 | LITE TOWER FLT 4000<br>LED               | 13PL012               | 2013 | Simonette |
| 215 | LITE TOWER FLT 4000<br>LED               | 13PL013               | 2013 | Simonette |
| 216 | LITE TOWER FLT 4000<br>LED               | 13PL024               | 2013 | Simonette |
| 217 | LITE TOWER FLT 4000<br>LED               | 13PL027               | 2013 | Simonette |

|     |                                                     |      |           |
|-----|-----------------------------------------------------|------|-----------|
| 218 | LITE TOWER FLT 4000 13PL028<br>LED                  | 2013 | Simonette |
| 219 | LITE TOWER FLT 4000 13PL029<br>LED                  | 2013 | Simonette |
| 220 | LITE TOWER FLT 4000 13PL030<br>LED                  | 2013 | Simonette |
| 221 | LITE TOWER FLT 4000 13PL031<br>LED                  | 2013 | Simonette |
| 222 | LITE TOWER FLT 4000 14PL001<br>LED                  | 2014 | Simonette |
| 223 | LITE TOWER FLT 4000 14PL002<br>LED                  | 2014 | Simonette |
| 224 | LITE TOWER FLT 4000 14PL032<br>LED                  | 2014 | Simonette |
| 225 | TANK FUEL 500 L 65XX7                               | 2013 | Simonette |
| 226 | LIFT STATION 810267609_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 227 | LIFT STATION 810267610_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 228 | LIFT STATION 810267611_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 229 | LIFT STATION 810267612_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 230 | LIFT STATION 810267617_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 231 | LIFT STATION 810267618_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 232 | LIFT STATION 810267619_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 233 | LIFT STATION 810267621_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 234 | LIFT STATION 810267622_0115<br>LIBERTY GRINDER      | 2015 | Simonette |
| 235 | GEN SET 901(8801833)<br>WHISPERWATT<br>ULTRA SILENT | 2011 | Simonette |
| 236 | GEN SET 902(8801770)<br>WHISPERWATT<br>ULTRA SILENT | 2011 | Simonette |
| 237 | LIFT STATION B10176188_0415<br>LIBERTY GRINDER      | 2015 | Simonette |
| 238 | LIFT STATION B10176189_0415<br>LIBERTY GRINDER      | 2015 | Simonette |

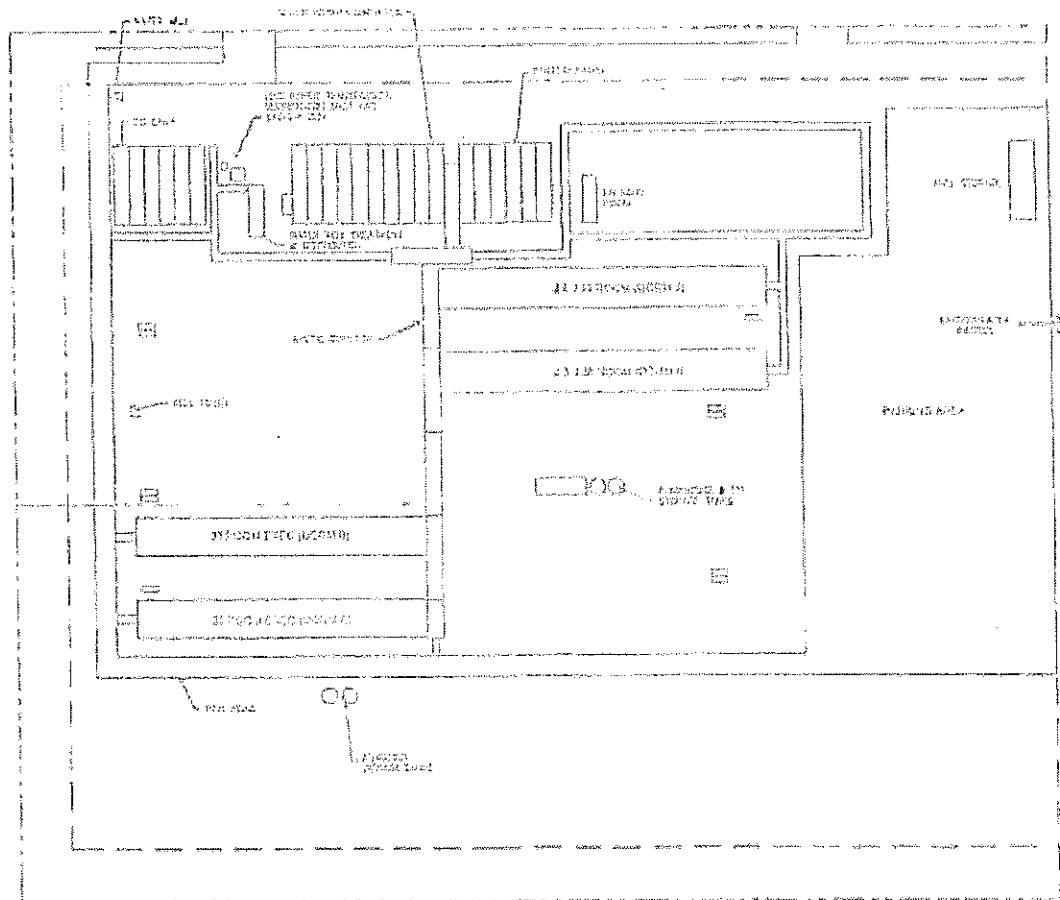
|     |                                                   |                |      |           |
|-----|---------------------------------------------------|----------------|------|-----------|
| 239 | LIFT STATION<br>LIBERTY GRINDER                   | B10176190_0415 | 2015 | Simonette |
| 240 | LIFT STATION<br>LIBERTY GRINDER                   | B10176191_0415 | 2015 | Simonette |
| 241 | LIFT STATION<br>LIBERTY GRINDER                   | B10267620_0115 | 2015 | Simonette |
| 242 | LIFT STATION<br>LIBERTY GRINDER                   | B10267622_0115 | 2015 | Simonette |
| 243 | TANK, INSULATED 400 RLS4_BXBX142808<br>BBL SEWAGE |                | 2015 | Simonette |
| 244 | C CAN MAINTENANCE YMLU478698842GI<br>CREAM        |                | 2012 | Simonette |
| 290 | RIG MAT - 4' X 48' X 6' CCSO1<br>(3,740 LBS)      |                | 2015 | Simonette |
| 291 | RIG MAT - 4' X 48' X 6' CCSO10<br>(3,740 LBS)     |                | 2015 | Simonette |
| 292 | RIG MAT - 4' X 48' X 6' CCSO11<br>(3,740 LBS)     |                | 2015 | Simonette |
| 293 | RIG MAT - 4' X 48' X 6' CCSO12<br>(3,740 LBS)     |                | 2015 | Simonette |
| 294 | RIG MAT - 4' X 48' X 6' CCSO2<br>(3,740 LBS)      |                | 2015 | Simonette |
| 295 | RIG MAT - 4' X 48' X 6' CCSO3<br>(3,740 LBS)      |                | 2015 | Simonette |
| 296 | RIG MAT - 4' X 48' X 6' CCSO4<br>(3,740 LBS)      |                | 2015 | Simonette |
| 297 | RIG MAT - 4' X 48' X 6' CCSO5<br>(3,740 LBS)      |                | 2015 | Simonette |
| 298 | RIG MAT - 4' X 48' X 6' CCSO6<br>(3,740 LBS)      |                | 2015 | Simonette |
| 299 | RIG MAT - 4' X 48' X 6' CCSO7<br>(3,740 LBS)      |                | 2015 | Simonette |
| 300 | RIG MAT - 4' X 48' X 6' CCSO8<br>(3,740 LBS)      |                | 2015 | Simonette |
| 301 | RIG MAT - 4' X 48' X 6' CCSO9<br>(3,740 LBS)      |                | 2015 | Simonette |
| 302 | 25 - RIG MATs - 8' X 30'<br>X 6' @ \$3,800        |                | 2015 | Simonette |
| 303 | 2500 SWAMP MATS @<br>\$450                        |                | 2015 | Simonette |
| 304 | 86 SIDE WALK \$120 /<br>10' SECTION               |                | 2015 | Simonette |

# BERLAND LODGE



| DESCRIPTION                 | SERIAL NUMBER                                                    |
|-----------------------------|------------------------------------------------------------------|
| Dorm A                      | 26026114 to 119                                                  |
| Dorm B                      | 260816891, 260816901, 260828606, 260829043, 260829074, 264829046 |
| Dorm C                      | 256062537 to 39 & 41 to 43                                       |
| Dorm D                      | 201504WB001 to 008                                               |
| Kitchen, Diner, Rec         | 201517WB015, NAL11378, X152NSNBC                                 |
| Electrical Shed (Generator) | R515988                                                          |
| Wet Sleeper Executive       | 123                                                              |
| Wet Sleeper                 | 26005918                                                         |
| Water Storage               | 236948992                                                        |
| C Can                       | FWLU4001463                                                      |
| Fuel Tank                   | 74837                                                            |
| Fuel Dispenser              | 1446668                                                          |

# SIMONETTE LODGE



| DESCRIPTION          | SERIAL NUMBER                                        |
|----------------------|------------------------------------------------------|
| Pump House           | 1005                                                 |
| Laundry Room         | 240016703                                            |
| Rig Camp             | 254050977 to 982                                     |
| Kitchen Diner 8 Unit | 201414SL001 to 008                                   |
| Kitchen Diner 2 Unit | SL5UK201336001, 002                                  |
| J&J Dorm             | 201508WB001 to 008                                   |
| J&J Dorm             | 201507WB001 to 008                                   |
| Corridors            | 201517WB011, 12, 13, 19, 22, 24, 26                  |
| 3 Unit Rec           | 201517WB020, 21, 25                                  |
| 3 Unit Rec           | SL3UR201343001, WB3UR201343002, WB3UR201343003       |
| Dorm A               | FX38D201334001 to 008                                |
| Dorm B               | FX38D201335001 to 008                                |
| Water Storage        | CWWU418049_945G1, CWWU4180647                        |
| Tank 400 BBL         | 008BL_4210_02                                        |
| Light Towers         | 13PLD12, 13, 24, 27, 28, 29, 30, 31, 14PL001, 02, 32 |
| 400 BBL Sewage       | RLS4_BXBX142808                                      |

See asset list for miscellaneous lift stations, c-cans, mats

| UNIT YEAR, MAKE & MODEL |     |                                   | LIC. PLATE # | VIN / SERIAL #    | LOCATION        |
|-------------------------|-----|-----------------------------------|--------------|-------------------|-----------------|
| 16                      | 149 | 2013 Ford Escape                  | BGZ8222      | 1FMCU9GX1DUA19241 | Head Office     |
| 20                      | 157 | 2014 Ford F250                    | BLJ1961      | 1FT7W2BT7EEA06257 | Winterburn Yard |
| 22                      | 160 | 2012 Ford Econoline Wagon Van     | BKL6359      | 1FBSS3BL0CDB21155 | Winterburn Yard |
| 23                      | 161 | 2012 Ford Econoline Wagon Van     | BKL6357      | 1FBSS3BL0CDA76749 | Winterburn Yard |
| 24                      | 162 | 2012 Ford F350                    | BJF0928      | 1FT7W3BT2CEC79089 | Winterburn Yard |
| 27                      | 165 | 2014 Ford Econoline Wagon Van     | 62M676       | 1FBSS3BL3EDA01756 | Winterburn Yard |
| 29                      | 167 | 2014 Ford F 150                   | BPH2250      | 1FTVW1EF1EKF49211 | Winterburn Yard |
| 31                      | 169 | 2014 Ford F150                    | BPH2248      | 1FTVW1EF7EKF49214 | Joe Maculey     |
| 32                      | 170 | 2014 Ford F150                    | BPH1846      | 1FTFW1EF3EFC21382 | Rob Phillips    |
| 34                      | 172 | 2014 Ford F150                    | BPT9472      | 1FTFW1ET7EKG38504 | Bill Jensen     |
| 35                      | 173 | 2014 Ford F150                    | BPT9473      | 1FTFW1ET7EKG38503 | Winterburn Yard |
| 36                      | 174 | 2014 Ford Econoline Wagon Van     | 79M960       | 1FBSS3BL3BDB21858 | Winterburn yard |
| 37                      | 175 | 2014 Ford F150                    | BRC6612      | 1FTFW1EF8EKG15516 | Winterburn Yard |
| 40                      | 201 | 2006 Freightliner M2              | FEF504       | 1FVHCYD166HW82327 | Winterburn Yard |
| 59                      | 603 | 2006 Dyson R. Neck Trailer        | V40425       | 2D9H263486S080098 |                 |
| 71                      | 501 | 2008 J.Deere 270 Skid Steer       |              | KV0270A170429     | Winterburn Yard |
| 72                      | 502 | 1996 BobCat 863C skidsteer loader |              | S14411924         | Wandering River |
| 74                      | 505 | Hyster XL80 Forklift              |              |                   | Winterburn Yard |
| 77                      | 508 | J.Deere 260 Skid Steer            |              | 858000150         | Winterburn Yard |
| 11                      | 602 | 2006 Royal Cargo Trailer          | W39208       | 259PL336263017950 |                 |

### **SCHEDULE C-3**

#### **Non-Permitted Encumbrances**

As set out in the attached PPR search results for Canada North Camps Inc., 1919209 Alberta Ltd, and D.J. Catering Ltd., all dated March 20, 2018.

Government  
of Alberta

Personal Property Registry  
Search Results Report

Search ID #: 210070831

Page 1 of 21

Government  
of Alberta

Personal Property Registry  
Search Results Report

Search ID #: 210070831

Page 2 of 21

**Indemnified Party**  
MILLER THOMPSON LLP  
Attention: Ms. Stephanie  
2700-10155 101 STREET  
EDMONTON, AB T5J 4G8

Party Code: 59220055  
Personal Address:  
Phone #: 786.463.1751  
Reference #: 230550.1 S/Way

Search ID #: 210070831

Date of Search: 2018-Mar-20

Time of Search: 08:57:37

**Business Debtor Search For:**

1918209 ALBERTA LTD.

**Business Debtor Search For:**

1918209 ALBERTA LTD.

Search ID #: 210070831

Date of Search: 2018-Mar-20

Time of Search: 08:57:37

Registration Number: 1918209185

Registration Date: 2015-Mar-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2820-Nov-06 23:59:59

Exact Match on Debtor No. 1

**Amendments to Registration**

| Amendment   | Amendment | Amendment   |
|-------------|-----------|-------------|
| 17070516373 | Amendment | 2017-Mar-29 |
| 17052441608 | Amendment | 2017-May-24 |
| 17070516553 | Amendment | 2017-Jul-05 |
| 17070517219 | Amendment | 2017-Jul-05 |

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the report carefully.

**Debtor(s)**

Block

1 1918209 ALBERTA LTD  
2900 - 10155 101 STREET  
EDMONTON, AB T5J 4G5

Status  
Current

Block

2 MCCracken, Paul  
2900 - 10155 101 STREET  
EDMONTON, AB T5J 4G5

Status  
Decided by  
17052441608

Block

3 MCCracken, Paul, William  
1423 104 AVENUE  
EDMONTON, AB T5L 5W6

Status  
Current by  
17052441608

Block

4  
Burr, Daryl  
1948 704 ST

Status



**Personal Property Registry**  
**Search Results Report**  
Search ID #: 210005817

**12. NO FURTHER**

CANADA NORTH CAMPS INC.  
2900, 101BL, 101 STREET  
EDMONTON, AB T5J 3V5

43018

PLEASE RELEASE INCOME GROWTH FUND UP  
1464 190 ST NW  
FARMINGTON AR 72817

REF ID: A6271953

| Block | Serial Number | Year | Value and Model   |
|-------|---------------|------|-------------------|
| 1     | 1             | 1964 | 1964 Ford Mustang |
| 2     | 2             | 1965 | 1965 Ford Mustang |
| 3     | 3             | 1966 | 1966 Ford Mustang |
| 4     | 4             | 1967 | 1967 Ford Mustang |
| 5     | 5             | 1968 | 1968 Ford Mustang |
| 6     | 6             | 1969 | 1969 Ford Mustang |
| 7     | 7             | 1970 | 1970 Ford Mustang |
| 8     | 8             | 1971 | 1971 Ford Mustang |
| 9     | 9             | 1972 | 1972 Ford Mustang |
| 10    | 10            | 1973 | 1973 Ford Mustang |
| 11    | 11            | 1974 | 1974 Ford Mustang |
| 12    | 12            | 1975 | 1975 Ford Mustang |
| 13    | 13            | 1976 | 1976 Ford Mustang |
| 14    | 14            | 1977 | 1977 Ford Mustang |
| 15    | 15            | 1978 | 1978 Ford Mustang |
| 16    | 16            | 1979 | 1979 Ford Mustang |
| 17    | 17            | 1980 | 1980 Ford Mustang |
| 18    | 18            | 1981 | 1981 Ford Mustang |
| 19    | 19            | 1982 | 1982 Ford Mustang |
| 20    | 20            | 1983 | 1983 Ford Mustang |
| 21    | 21            | 1984 | 1984 Ford Mustang |
| 22    | 22            | 1985 | 1985 Ford Mustang |
| 23    | 23            | 1986 | 1986 Ford Mustang |
| 24    | 24            | 1987 | 1987 Ford Mustang |
| 25    | 25            | 1988 | 1988 Ford Mustang |
| 26    | 26            | 1989 | 1989 Ford Mustang |
| 27    | 27            | 1990 | 1990 Ford Mustang |
| 28    | 28            | 1991 | 1991 Ford Mustang |
| 29    | 29            | 1992 | 1992 Ford Mustang |
| 30    | 30            | 1993 | 1993 Ford Mustang |
| 31    | 31            | 1994 | 1994 Ford Mustang |
| 32    | 32            | 1995 | 1995 Ford Mustang |
| 33    | 33            | 1996 | 1996 Ford Mustang |
| 34    | 34            | 1997 | 1997 Ford Mustang |
| 35    | 35            | 1998 | 1998 Ford Mustang |
| 36    | 36            | 1999 | 1999 Ford Mustang |
| 37    | 37            | 2000 | 2000 Ford Mustang |
| 38    | 38            | 2001 | 2001 Ford Mustang |
| 39    | 39            | 2002 | 2002 Ford Mustang |
| 40    | 40            | 2003 | 2003 Ford Mustang |
| 41    | 41            | 2004 | 2004 Ford Mustang |
| 42    | 42            | 2005 | 2005 Ford Mustang |
| 43    | 43            | 2006 | 2006 Ford Mustang |
| 44    | 44            | 2007 | 2007 Ford Mustang |
| 45    | 45            | 2008 | 2008 Ford Mustang |
| 46    | 46            | 2009 | 2009 Ford Mustang |
| 47    | 47            | 2010 | 2010 Ford Mustang |
| 48    | 48            | 2011 | 2011 Ford Mustang |
| 49    | 49            | 2012 | 2012 Ford Mustang |
| 50    | 50            | 2013 | 2013 Ford Mustang |
| 51    | 51            | 2014 | 2014 Ford Mustang |
| 52    | 52            | 2015 | 2015 Ford Mustang |
| 53    | 53            | 2016 | 2016 Ford Mustang |
| 54    | 54            | 2017 | 2017 Ford Mustang |
| 55    | 55            | 2018 | 2018 Ford Mustang |
| 56    | 56            | 2019 | 2019 Ford Mustang |
| 57    | 57            | 2020 | 2020 Ford Mustang |
| 58    | 58            | 2021 | 2021 Ford Mustang |
| 59    | 59            | 2022 | 2022 Ford Mustang |
| 60    | 60            | 2023 | 2023 Ford Mustang |
| 61    | 61            | 2024 | 2024 Ford Mustang |
| 62    | 62            | 2025 | 2025 Ford Mustang |
| 63    | 63            | 2026 | 2026 Ford Mustang |
| 64    | 64            | 2027 | 2027 Ford Mustang |
| 65    | 65            | 2028 | 2028 Ford Mustang |
| 66    | 66            | 2029 | 2029 Ford Mustang |
| 67    | 67            | 2030 | 2030 Ford Mustang |
| 68    | 68            | 2031 | 2031 Ford Mustang |
| 69    | 69            | 2032 | 2032 Ford Mustang |
| 70    | 70            | 2033 | 2033 Ford Mustang |
| 71    | 71            | 2034 | 2034 Ford Mustang |
| 72    | 72            | 2035 | 2035 Ford Mustang |
| 73    | 73            | 2036 | 2036 Ford Mustang |
| 74    | 74            | 2037 | 2037 Ford Mustang |
| 75    | 75            | 2038 | 2038 Ford Mustang |
| 76    | 76            | 2039 | 2039 Ford Mustang |
| 77    | 77            | 2040 | 2040 Ford Mustang |
| 78    | 78            | 2041 | 2041 Ford Mustang |
| 79    | 79            | 2042 | 2042 Ford Mustang |
| 80    | 80            | 2043 | 2043 Ford Mustang |
| 81    | 81            | 2044 | 2044 Ford Mustang |
| 82    | 82            | 2045 | 2045 Ford Mustang |
| 83    | 83            | 2046 | 2046 Ford Mustang |
| 84    | 84            | 2047 | 2047 Ford Mustang |
| 85    | 85            | 2048 | 2048 Ford Mustang |
| 86    | 86            | 2049 | 2049 Ford Mustang |
| 87    | 87            | 2050 | 2050 Ford Mustang |
| 88    | 88            | 2051 | 2051 Ford Mustang |
| 89    | 89            | 2052 | 2052 Ford Mustang |
| 90    | 90            | 2053 | 2053 Ford Mustang |
| 91    |               |      |                   |

|   |             |      |                 |             |                           |
|---|-------------|------|-----------------|-------------|---------------------------|
| 1 | 201501W5001 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 2 | 201504W5002 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 3 | 201504W5003 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 4 | 201504W5004 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 5 | 201504W5005 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 6 | 201504W5006 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 7 | 201504W5007 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 8 | 201504W5008 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |
| 9 | 201504W5009 | 2015 | CompCorp Canada | TR - Trader | Current By<br>17070515003 |

5,500,000

**ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND ANY PROCEEDS THEREFROM PER OUR GENERAL SECURITY AGREEMENT, INCLUDING:**

**1 - 42 LOCAL JACKRILL FRAMERS CORP BERLAND, TEXAS SN**  
**20150 W8M00, 20150A W8M00, 20150C W8M00, 20150D W8M00,**  
**20150E W8M00, 20150F W8M00, 20150G W8M00,**  
**SN 20150A W8M00**

Personal Property Registry  
Search Results Report  
Search ID: 21023221

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ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND  
ANY PROCEEDS THEREFROM, PER GSA GENERAL SECURITY AGREEMENT,  
INCLUDING  
1-42 ROOM JACK & L FRAMELESS FORM BOARD, 6 DOORING, SN 2015044W0021,  
2015044W0022, 2015044W0023, 2015044W0024, 2015044W0025, 2015044W0026,  
2015044W0027,  
SN 2015044W0028  
SN 2015044W0029

Current #9  
1707297695

**Subjects**

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM

**Coverage**

# Government of Alberta

## Personal Property Registry Search Results Report

Page 5 of 21

Search ID #: Z1006881

Business Debtor Search For:  
1919209 ALBERTA LTD.

Search ID #: Z1006881

Date of Search: 2018-Mc-20

Time of Search: 06:37:37

Registration Number: 15116027672  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Registration Date: 2015-Nov-05  
Expiry Date: 2030-May-05 23:59:59

No: 1

Exact Match on Debtor

### Amendments to Registration

| Block | Serial Number | Year | Material | Category     | Status  | Current By  |
|-------|---------------|------|----------|--------------|---------|-------------|
| 1     | 17032516617   | 2017 | Mar-29   | TR - Trailer | Current | 17032516617 |
| 2     | 17052443078   | 2017 | May-24   | TR - Trailer | Current | 17052443078 |
| 3     | 17070519797   | 2017 | Jul-05   | TR - Trailer | Current | 17070519797 |
| 4     | 17070517167   | 2017 | Jul-05   | TR - Trailer | Current | 17070517167 |

### Debtors

| Block | Serial Number                                                             | Year | Material         | Category     | Status  | Current By  |
|-------|---------------------------------------------------------------------------|------|------------------|--------------|---------|-------------|
| 1     | 1010209 ALBERTA LTD<br>2000 - 10160 101 STREET<br>EDMONTON, AB T5J 3V5    | 2015 | Comp Corp Canada | TR - Trailer | Current | 17052443078 |
| 2     | MCCRACKEN PAUL<br>2000 - 10160 101 STREET<br>EDMONTON, AB T5J 3V5         | 2015 | Comp Corp Canada | TR - Trailer | Current | 17052443078 |
| 3     | MCCRACKEN PAUL WILLIAM<br>2000 - 10160 101 STREET<br>EDMONTON, AB T5J 3V5 | 2015 | Comp Corp Canada | TR - Trailer | Current | 17052443078 |

Birth Date  
1918-AUG-21

Status

# Government of Alberta

## Personal Property Registry Search Results Report

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Search ID #: Z1006881

CALADA NORTH CAMPS INC  
2000 - 10160 101 STREET  
EDMONTON, AB T5J 3V5

Current By  
17070517167

### Second Party Parties

| Block | Serial Number                                                                                  | Year | Material         | Category     | Status  | Current By  |
|-------|------------------------------------------------------------------------------------------------|------|------------------|--------------|---------|-------------|
| 1     | WELLS INCOME GROWTH FUND LP<br>1140 149 ST NW<br>EDMONTON, AB T5N 1W7<br>Phone #: 780 428 1900 | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |

### Collateral: Serial Number Goods

| Block | Serial Number | Year | Material         | Category     | Status  | Current By  |
|-------|---------------|------|------------------|--------------|---------|-------------|
| 1     | 201507W0001   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 2     | 201507W0002   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 3     | 201507W0003   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 4     | 201507W0004   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 5     | 201507W0005   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 6     | 201507W0006   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 7     | 201507W0007   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |
| 8     | 201507W0008   | 2015 | Comp Corp Canada | TR - Trailer | Current | 17070517167 |

### Collateral: General

| Block | Description                                                                                                                                                                                                                                                                                                    | Status  | Current By  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|
| 1     | ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND ANY PROCEEDS THEREFROM, PER USA GENERAL SECURITY AGREEMENT, INCLUDING:<br>1-42 ROOM JACKALL FRAMELESS DORN SNOONETT-8 DORUS SN<br>201507W0001, 201507W0002, 201507W0003, 201507W0004, 201507W0005, 201507W0006, 201507W0007, 201507W0008 | Current | 17070517167 |

# Government of Alberta

## Personal Property Registry Search Results Report

Page 2 of 21  
Search ID #: Z1006881

2 ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND ANY PROCEEDS THEREFROM, PER GSA (GENERAL SECURITY AGREEMENT), INCLUDING 1-42 ROOM JACKMILL FRANKLESS DORM SIMONET #1-1 DORMS SIN 201507WB001, 201507WB002, 201507WB003, 201507WB004, 201507WB005, 201507WB006, 201507WB007, SIN 201507WB008

3 ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND ANY PROCEEDS THEREFROM, PER GSA (GENERAL SECURITY AGREEMENT), INCLUDING 40 Main Jack & Jill Frankless Dorm Simonet #1 & 2 Dorms Manufactured at 2512, Serial # 201507WB001, 201507WB002, 201507WB003, 201507WB004, 201507WB005, 201507WB006, 201507WB007, 201507WB008

4 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM

# Government of Alberta

## Personal Property Registry Search Results Report

Page 8 of 21  
Search ID #: Z1006881

Business Debtor Search For:  
1919209 ALBERTA LTD  
Search ID #: Z1006881

Date of Search: 2018-Mar-29 Time of Search: 08:57:37

Registration Number: 15110607803  
Registration Date: 2615-Mar-08  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2030-Nov-08 23:59:59

Exact Match by Debtor No. 2

### Amendments to Registration

| Registration Number | Registration Date | Registration Type | Registration Status | Expiry Date |
|---------------------|-------------------|-------------------|---------------------|-------------|
| 17032936933         |                   | Amendment         | Current             | 2017-Mar-29 |
| 17070510281         |                   | Amendment         | Current             | 2017-Jul-05 |
| 170705177045        |                   | Amendment         | Current             | 2017-Jul-05 |

### Debitors

| Block                   | Debtor                                                                     | Status  |
|-------------------------|----------------------------------------------------------------------------|---------|
| 1                       | MCCRACKEN PAUL<br>2900 - 10180 101 STREET<br>EDMONTON, AB T5J 3V5          | Current |
| 2                       | 1919209 ALBERTA LTD<br>2900 - 10180 101 STREET<br>EDMONTON, AB T5J 3V5     | Current |
| 3                       | CANADA NORTH GAMES INC.<br>2900 - 10180 101 STREET<br>EDMONTON, AB T5J 3V5 | Current |
| Secured Party / Parties |                                                                            |         |
| 1                       | WESTLEAS INCORPORATED<br>1000 - 10180 101 STREET<br>EDMONTON, AB T5J 3V5   | Current |



# Government of Alberta

## Personal Property Registry Search Results Report

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Search ID #: 210000891

### Secured Party / Parties

Block  
1  
WESLEAS INCOME GROWTH FUND LP  
11464 149 ST NW  
EDMONTON AB T5M 1W7  
Phone #: 780 429 1800

Status  
Current

### Collateral: Serial Number Goods

| Block | Serial Number | Year | Make and Model  | Category     |
|-------|---------------|------|-----------------|--------------|
| 1     | ED9012015     | 2015 | CampCorp Canada | TR - Trailer |
| 2     | ED9022015     | 2015 | CampCorp Canada | TR - Trailer |

Status  
Current By:  
1/27/05 10:03  
Current By:  
1/27/05 10:23

### Collateral: General

| Block | Description                                                                                                                                                                                                    |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | ALL PRESENT AND AFTER ACQUIRED EQUIPMENT, INVENTORY, INTANGIBLES, AND ANY PROCEEDS THEREFROM, PER GSA (GENERAL SECURITY AGREEMENT), INCLUDING:<br>2 ELECTRICAL DISTRIBUTION BUILDINGS ED9012015, AND ED9022015 |
| 2     | ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM                                                                                                                                        |

Status  
Current By:  
1/27/05 10:03

# Government of Alberta

## Personal Property Registry Search Results Report

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Search ID #: 210000891

### Business Debtor Search Form

1919209 ALBERTA LTD  
Search ID #: 210000891  
Date of Search: 2016 Mar-02  
Time of Search: 05:57:37

Registration Number: 17070510930  
Registration Date: 2017-Feb-01  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2022-Feb-01 21:45:05

Exact Match in: Debtor No: 2

### Amendments to Registration

17070510930 Amendment 2017-Jul-05

### Debtors

Block  
1  
CANADA NORTH CAMPS INC  
2500 - 10100 101 STREET  
EDMONTON AB T5L 3V5  
Status  
Current

Block  
2  
1919209 ALBERTA LTD  
2500 - 10100 101 STREET  
EDMONTON AB T5L 3V5  
Status  
Current

Block  
3  
MCCracken, PAUL  
4329 - 131 AVE  
EDMONTON AB T5L 5V8  
Status  
Current

Birth Date:  
1940-np-21

### Secured Party / Parties

Block  
1  
WESLEAS INCOME GROWTH FUND LP  
11464 149 ST NW  
EDMONTON AB T5M 1W7  
Status  
Current

Received 12/10/2017, 2:44 PM

|    | Collateral: Serial Number | Goods | Year | Make and Model  | Category     |
|----|---------------------------|-------|------|-----------------|--------------|
| 1  | 36028114                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 2  | 36528115                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 3  | 26928116                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 4  | 36528117                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 5  | 26928118                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 6  | 36928119                  |       | 2015 | CampCorp Canada | TR - Trailer |
| 7  | 269816021                 |       | 2015 | CampCorp Canada | TR - Trailer |
| 8  | 269816201                 |       | 2015 | CampCorp Canada | TR - Trailer |
| 9  | 265281669                 |       | 2015 | CampCorp Canada | TR - Trailer |
| 10 | 269282043                 |       | 2015 | CampCorp Canada | TR - Trailer |
| 11 | 269826074                 |       | 2015 | CampCorp Canada | TR - Trailer |
| 12 | 269826075                 |       | 2015 | CampCorp Canada | TR - Trailer |

**Collateral: General**

ALL PRESENT AND AFTER ACQUIRED EQUIPMENT INVENTORY, MINORABLES, AND ANY PROCEEDS THEREFROM, PER GSA (GENERAL SECURITY AGREEMENT), FOR LEASE 157671, 157015 A,B,C, 1602101 A,B,C FOR INCLUDE MARKING 20 FOOONS SERIAL # 2620117, 2620119, 2620216, 2620437, 2620438, 2620439, 2620440, 2620441, 2620442, 2620443, 2620444, 2620445, 2620446, 2620447, 2620448, 2620449, 2620450, 2620451, 2620452, 2620453, 2620454, 2620455, 2620456, 2620457, 2620458, 2620459, 2620460, 2620461, 2620462, 2620463, 2620464, 2620465, 2620466, 2620467, 2620468, 2620469, 2620470, 2620471, 2620472, 2620473, 2620474, 2620475, 2620476, 2620477, 2620478, 2620479, 2620480, 2620481, 2620482, 2620483, 2620484, 2620485, 2620486, 2620487, 2620488, 2620489, 2620490, 2620491, 2620492, 2620493, 2620494, 2620495, 2620496, 2620497, 2620498, 2620499, 2620500, 2620501, 2620502, 2620503, 2620504, 2620505, 2620506, 2620507, 2620508, 2620509, 2620510, 2620511, 2620512, 2620513, 2620514, 2620515, 2620516, 2620517, 2620518, 2620519, 2620520, 2620521, 2620522, 2620523, 2620524, 2620525, 2620526, 2620527, 2620528, 2620529, 2620530, 2620531, 2620532, 2620533, 2620534, 2620535, 2620536, 2620537, 2620538, 2620539, 2620540, 2620541, 2620542, 2620543, 2620544, 2620545, 2620546, 2620547, 2620548, 2620549, 2620550, 2620551, 2620552, 2620553, 2620554, 2620555, 2620556, 2620557, 2620558, 2620559, 2620560, 2620561, 2620562, 2620563, 2620564, 2620565, 2620566, 2620567, 2620568, 2620569, 2620570, 2620571, 2620572, 2620573, 2620574, 2620575, 2620576, 2620577, 2620578, 2620579, 2620580, 2620581, 2620582, 2620583, 2620584, 2620585, 2620586, 2620587, 2620588, 2620589, 2620590, 2620591, 2620592, 2620593, 2620594, 2620595, 2620596, 2620597, 2620598, 2620599, 2620600, 2620601, 2620602, 2620603, 2620604, 2620605, 2620606, 2620607, 2620608, 2620609, 2620610, 2620611, 2620612, 2620613, 2620614, 2620615, 2620616, 2620617, 2620618, 2620619, 2620620, 2620621, 2620622, 2620623, 2620624, 2620625, 2620626, 2620627, 2620628, 2620629, 2620630, 2620631, 2620632, 2620633, 2620634, 2620635, 2620636, 2620637, 2620638, 2620639, 2620640, 2620641, 2620642, 2620643, 2620644, 2620645, 2620646, 2620647, 2620648, 2620649, 2620650, 2620651, 2620652, 2620653, 2620654, 2620655, 2620656, 2620657, 2620658, 2620659, 2620660, 2620661, 2620662, 2620663, 2620664, 2620665, 2620666, 2620667, 2620668, 2620669, 2620670, 2620671, 2620672, 2620673, 2620674, 2620675, 2620676, 2620677, 2620678, 2620679, 2620680, 2620681, 2620682, 2620683, 2620684, 2620685, 2620686, 2620687, 2620688, 2620689, 2620690, 2620691, 2620692, 2620693, 2620694, 2620695, 2620696, 2620697, 2620698, 2620699, 2620700, 2620701, 2620702, 2620703, 2620704, 2620705, 2620706, 2620707, 2620708, 2620709, 2620710, 2620711, 2620712, 2620713, 2620714, 2620715, 2620716, 2620717, 2620718, 2620719, 2620720, 2620721, 2620722, 2620723, 2620724, 2620725, 2620726, 2620727, 2620728, 2620729, 2620730, 2620731, 2620732, 2620733, 2620734, 2620735, 2620736, 2620737, 2620738, 2620739, 2620740, 2620741, 2620742, 2620743, 2620744, 2620745, 2620746, 2620747, 2620748, 2620749, 2620750, 2620751, 2620752, 2620753, 2620754, 2620755, 2620756, 2620757, 2620758, 2620759, 2620760, 2620761, 2620762, 2620763, 2620764, 2620765, 2620766, 2620767, 2620768, 2620769, 2620770, 2620771, 2620772, 2620773, 2620774, 2620775, 2620776, 2620777, 2620778, 2620779, 2620780, 2620781, 2620782, 2620783, 2620784, 2620785, 2620786, 2620787, 2620788, 2620789, 2620790, 2620791, 2620792, 2620793, 2620794, 2620795, 2620796, 2620797, 2620798, 2620799, 2620800, 2620801, 2620802, 2620803, 2620804, 2620805, 2620806, 2620807, 2620808, 2620809, 2620810, 2620811, 2620812, 2620813, 2620814, 2620815, 2620816, 2620817, 2620818, 2620819, 2620820, 2620821, 2620822, 2620823, 2620824, 2620825, 2620826, 2620827, 2620828, 2620829, 2620830, 2620831, 2620832, 2620833, 2620834, 2620835, 2620836, 2620837, 2620838, 2620839, 2620840, 2620841, 2620842, 2620843, 2620844, 2620845, 2620846, 2620847, 2620848, 2620849, 2620850, 2620851, 2620852, 2620853, 2620854, 2620855, 2620856, 2620857, 2620858, 2620859, 2620860, 2620861, 2620862, 2620863, 2620864, 2620865, 2620866, 2620867, 2620868, 2620869, 2620870, 2620871, 2620872, 2620873, 2620874, 2620875, 2620876, 2620877, 2620878, 2620879,

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND PROCEEDS THEREFROM

[illegible]Debitors

CANADA NORTH CAMPS INC  
14233 - 124 AVE  
EDMONTON AB TEL 526

Block  
2 CANADA NORTH GROUP INC  
14219 - 124 AVE  
EDMONTON AB T5E 4Y5

**Black**  
191209 ALBERTA LTD  
14230 - 134 AVE  
EDMONTON AB T6C 0Y6

Black  
X MICERACKEN, PAUL  
14236 - 134 AVE  
BROOKLYN 10 100 100 100 100

5 MIDCRACKEN, SHANE  
1422A - 131 AVE  
MIDCRACKEN, N. T. 57858

22:3

### Amendment's to Realisation

17070510004  
Amendment  
2017-Jul-25

**5-9178**  
**5-9179**

1. JASST  
2. STAS

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உயர்வு

Contents

**Curriculum**



# Government of Alberta

## Personal Property Registry Search Results Report

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Business Debtor/Grantor  
1919209 ALBERTA LTD  
Search ID #: Z1006881

Date of Search: 2018-04-20 Time of Search: 06:57:37

| Registration Number | Registration Type | SECURITY AGREEMENT |
|---------------------|-------------------|--------------------|
| 1797051025          | Registration      | Current            |
| 17970515278         | Registration      | Current            |

| Exact Match on | Debtor | No. |
|----------------|--------|-----|
|----------------|--------|-----|

### Amendments to Registration

| Registration Number | Registration Type | SECURITY AGREEMENT |
|---------------------|-------------------|--------------------|
| 1797051025          | Registration      | Current            |
| 17970515278         | Registration      | Current            |

### Debitors

| Block | Debtor                                                             | Status  |
|-------|--------------------------------------------------------------------|---------|
| 1     | 1919209 ALBERTA LTD<br>2500 - 101ST STREET<br>EDMONTON, AB T5J 3V5 | Current |

### Block

| Block | Debtor                                                        | Status  |
|-------|---------------------------------------------------------------|---------|
| 2     | MCCracken PAUL<br>2500 - 101ST STREET<br>EDMONTON, AB T5J 3V5 | Current |

Bank Date:  
1998 Apr 21

### Block

| Block | Debtor                                                                | Status  |
|-------|-----------------------------------------------------------------------|---------|
| 3     | CANADA NORTH CAMPS INC<br>2500 - 101ST STREET<br>EDMONTON, AB T5J 3V5 | Current |

### Secured Party/Parties

| Block | Debtor                                                                | Status  |
|-------|-----------------------------------------------------------------------|---------|
| 1     | CANADA NORTH CAMPS INC<br>2500 - 101ST STREET<br>EDMONTON, AB T5J 3V5 | Current |

# Government of Alberta

## Personal Property Registry Search Results Report

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WESELAISE INCOME GROWTH FUND LP  
1146149 ST NW  
EDMONTON, AB T6A 1W7  
Phone #: 780 429 1900

### Collateral: Serial Number Goods

| Block | Serial Number | Year | Make and Model  | Category     | Status                    |
|-------|---------------|------|-----------------|--------------|---------------------------|
| 1     | 201517W05022  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 2     | 201517W05024  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 3     | 201517W05011  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 4     | 201517W05017  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 5     | 201517W05013  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 6     | 201517W05019  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 7     | 201517W05020  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 8     | 201517W05020  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 9     | 201517W05021  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 10    | 201517W05025  | 2015 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 11    | F01           | 2008 | CampCamp        | TR - Trailer | Current By<br>17070511025 |
| 12    | F02           | 2008 | CampCamp        | TR - Trailer | Current By<br>17070511025 |
| 13    | F03           | 2008 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 14    | F04           | 2008 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 15    | F05           | 2008 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 16    | F06           | 2008 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |
| 17    | F07           | 2008 | CampCamp Canada | TR - Trailer | Current By<br>17070511025 |

### Collateral: General



MATRIX SOLUTIONS INC.  
C/O PO BOX 7000 SOUTHCOTE  
EDMONTON AB T6H 2Y7

Result Complete

# *Spin2* | Spatial Information System

Receipt

Thank you Miller1 for your order.

Order Number: 34750373  
Order Date: 20/03/2018 7:26 AM  
Order Total: \$10.00  
  
Account Number: A053260  
Account Name: MILLER THOMSON  
Contact Name: CINDY RADFORD  
Customer File Number:  
Customer Comments:

**Order Item Details**

| Count | Set Price | Packaging Type | Product Type                    | Delivery Channel          |
|-------|-----------|----------------|---------------------------------|---------------------------|
| 1     | \$10.00   | Regular        | Current Title Certificate - PDF | HTTPDownload - Electronic |

The logo for the province of Alberta, featuring the word "Alberta" in a stylized script font, followed by a small red and white checkered flag.

Transaction Party  
TRILBY THOMASDALE  
Attention: Attention: Payable  
7100 JOHN WAT STREET  
EDMONTON AB T6H 1A8

Party Code: 10000000  
Phone #: 781-423-1184  
Reference #: 210000000

Search ID #: 210000000 Date of Search: 2019-05-27 Time of Search: 15:04:43

Business Debtor Search For:

CANADA NORTH CARS INC

Both Exact and Inexact Results Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches  
Be sure to read the reports carefully



Business Debtor Search For:  
CANADA NORTH CARS INC

Search ID #: 210000000

Date of Search: 2019-05-27

Time of Search: 15:06:43

Registration Number: 110100000

Registration Type: DECURT AGREEMENT

Registration Date: 2019-05-27

Registration Date: Current

Expiry Date: 2021-05-27 15:06:43

Exact Matches: 1 Inexact: 0

Amendments to Registration

| Registration Number | Amendment | Date       |
|---------------------|-----------|------------|
| 110100000           | Amendment | 2019-05-27 |
| 110100000           | Amendment | 2019-05-27 |
| 110100000           | Amendment | 2019-05-27 |
| 110100000           | Amendment | 2019-05-27 |

Debitors

| Block | Debtor                                                            | Status               |
|-------|-------------------------------------------------------------------|----------------------|
| 1     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current              |
| 2     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current By 100000000 |
| 3     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current By 100000000 |
| 4     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current By 100000000 |

Secured Party/Parties

| Block | Debtor                                                            | Status               |
|-------|-------------------------------------------------------------------|----------------------|
| 1     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current By 100000000 |
| 2     | CANADA NORTH CARS INC<br>1100 - 110 AVENUE<br>EDMONTON AB T6H 1A8 | Current By 100000000 |

Collateral, Serial Number, Year

| Block | Serial Number | Year | Make and Model | Collateral            | Status               |
|-------|---------------|------|----------------|-----------------------|----------------------|
| 1     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 2     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 3     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 4     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 5     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 6     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 7     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 8     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 9     | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 10    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 11    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 12    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 13    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 14    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |

| Block | Serial Number | Year | Make and Model | Collateral            | Status               |
|-------|---------------|------|----------------|-----------------------|----------------------|
| 15    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 16    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 17    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 18    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 19    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 20    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 21    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 22    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 23    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 24    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 25    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 26    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 27    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 28    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 29    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 30    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 31    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 32    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 33    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 34    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |
| 35    | 100000000     | 2019 | ATCO           | ATCO - Make and Model | Current By 100000000 |

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| Government of Alberta |                                                                                         | Personal Property Registry Search Results Report | Page 1 of 107 |
|-----------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------|---------------|
| Search 808: 210022479 |                                                                                         |                                                  |               |
| 1                     | ONE (1) 1984 INTERNATIONAL WATER TRUCK LICENSE PLATE NO. 242581 LOCATED AT ALBERTA FARM | Current By: 15/03/2016                           |               |
| 2                     | ONE (1) 1998 PONTIAC FIREWALKER LICENSE PLATE NO. 549182 LOCATED AT WINTERBURY YARD     | Current By: 15/03/2016                           |               |
| 3                     | ONE (1) 1987 PONTIAC FIREWALKER LICENSE PLATE NO. 549182 LOCATED AT ALBERTA FARM        | Current By: 15/03/2016                           |               |
| 4                     | ONE (1) 1989 PONTIAC FIREWALKER LICENSE PLATE NO. 242581 LOCATED AT WINTERBURY YARD     | Current By: 15/03/2016                           |               |
| 5                     | ONE (1) 2000 WESTMARK LICENSE PLATE NO. 480224                                          | Current By: 15/03/2016                           |               |
| 6                     | ONE (1) 1974 MANARD STEEPED L. LICENSE PLATE NO. 480224                                 | Current By: 15/03/2016                           |               |
| 7                     | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 8                     | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 9                     | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 10                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 11                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 12                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 13                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 14                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 15                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 16                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 17                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 18                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 19                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |
| 20                    | ONE (1) 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD. 1989 FORD LTD.                     | Current By: 15/03/2016                           |               |

| Government of Alberta |                                                                | Personal Property Registry Search Results Report | Page 10 of 111 |
|-----------------------|----------------------------------------------------------------|--------------------------------------------------|----------------|
| Results 84 - 100/100  |                                                                |                                                  |                |
| 42                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 43                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 44                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 45                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 46                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 47                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 48                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 49                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 50                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 51                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 52                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 53                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 54                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 55                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 56                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 57                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 58                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 59                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |
| 60                    | 2017 ATCH BERNARD BERNARD BERNARD, LOCATED AT BERLAND, ALBERTA | Created By<br>1623082100                         |                |

| Government of Alberta |                                                                                  | Personal Property Registry<br>Search Results Report | Page 12 of 187 |
|-----------------------|----------------------------------------------------------------------------------|-----------------------------------------------------|----------------|
| Search ID: Z1E22570   |                                                                                  |                                                     |                |
| 78                    | 2013 CAMPLORA RICHMOND HILL REC 41417 FRAZER HILL, LOCATED AT BOWSVILLE, ALBERTA | Current By<br>1803042181                            |                |
| 79                    | 2013 CAN 700014207 LOCATED AT BOWSVILLE, ALBERTA                                 | Current By<br>1803042181                            |                |
| 80                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 81                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 82                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 83                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 84                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 85                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 86                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 87                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 88                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 89                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 90                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 91                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 92                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 93                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |
| 94                    | 2013 CANIS HILL HAZE SHOP 700142071, LOCATED AT BOWSVILLE, ALBERTA               | Current By<br>1803042181                            |                |

| Government of Alberta  |                                                                                                      | Personal Property Registry Search Results Report | Page 14 of 18 |
|------------------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------|
| Search Date: 2/20/2015 |                                                                                                      |                                                  |               |
| 112                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 113                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 114                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 115                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 116                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 117                    | 2015 CHAMBERLAIN JACOB JACK & JILL INCORPORATED 48 BOULEVARD WINDSOR, SASKATCHEWAN, S4N 1A1, ALBERTA | Created By: 16232642141                          |               |
| 118                    | 2015 ALTAIR ALBERTA LTD 10100 100TH AVENUE WEST, 10100, ALBERTA                                      | Created By: 16232642141                          |               |
| 119                    | 2015 ALTAIR ALBERTA LTD 10100 100TH AVENUE WEST, 10100, ALBERTA                                      | Created By: 16232642141                          |               |
| 120                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 121                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 122                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 123                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 124                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 125                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 126                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 127                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 128                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 129                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 130                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 131                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 132                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |
| 133                    | 2015 CAMBER OF RECORD INC 10000 100TH AVENUE WEST, 10000, ALBERTA                                    | Created By: 16232642141                          |               |

| Government of Alberta |                                                              | Personal Property Registry Search Results Report | Page 16 of 167 |
|-----------------------|--------------------------------------------------------------|--------------------------------------------------|----------------|
| Search ID# 21552079   |                                                              |                                                  |                |
| 141                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 161            |
| 142                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 162            |
| 143                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 163            |
| 144                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 164            |
| 145                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 165            |
| 146                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 166            |
| 147                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 167            |
| 148                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 168            |
| 149                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 169            |
| 150                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 170            |
| 151                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 171            |
| 152                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 172            |
| 153                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 173            |
| 154                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 174            |
| 155                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 175            |
| 156                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 176            |
| 157                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 177            |
| 158                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 178            |
| 159                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 179            |
| 160                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 180            |
| 161                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 181            |
| 162                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 182            |
| 163                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 183            |
| 164                   | 2011 CABLE ELECTRICAL APPOINTMENT LOCATED AT MONTAG, ALBERTA | Current By 16/03/2016                            | 184            |

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| Government of Alberta | Personal Property Registry Search Results Report                                         |                         | Page 12 of 151 |
|-----------------------|------------------------------------------------------------------------------------------|-------------------------|----------------|
|                       | Search ID: 210000000                                                                     |                         |                |
| 244                   | 2015 STATIONERIES LIBRARY ORDER BINDER/BOOKS LOCATED AT S.MONTGOMERIE, ALBERTA           | Created By: 16120547181 |                |
| 245                   | 2015 STATIONERIES LIBRARY ORDER BINDER/BOOKS LOCATED AT S.MONTGOMERIE, ALBERTA           | Created By: 16120547181 |                |
| 246                   | 2015 STATIONERIES LIBRARY ORDER BINDER/BOOKS LOCATED AT S.MONTGOMERIE, ALBERTA           | Created By: 16120547181 |                |
| 247                   | 2015 STATIONERIES LIBRARY ORDER BINDER/BOOKS LOCATED AT S.MONTGOMERIE, ALBERTA           | Created By: 16120547181 |                |
| 248                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 249                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 250                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 251                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 252                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 253                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 254                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 255                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 256                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 257                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 258                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 259                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 260                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 261                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |
| 262                   | 2015 TANK, CIRCULATED TO BELL CROUCH, PLUS ONE TANKS (LOCATED AT S.MONTGOMERIE, ALBERTA) | Created By: 16120547181 |                |

[illegible]

| Government of Alberta |                                                                                            | Personal Property Registry Search Results Report | Page 56 of 167         |
|-----------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------|
| Search On: 2/15/2019  |                                                                                            |                                                  |                        |
| 315                   | 2015 LEFT STATION 80, 1225, LOCATED AT WANDERING RIVER, ALBERTA.                           |                                                  | Current By 18030627183 |
| 316                   | 2014 TANKS, INSULATED ABOVE GROUND, 12000 L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA. |                                                  | Current By 18030627183 |
| 317                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 318                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 319                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 320                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 321                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 322                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 323                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 324                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 325                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 326                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 327                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 328                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 329                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |
| 330                   | 2014 LIFE TOWER FLT 40000L, 12000 L, LOCATED AT WANDERING RIVER, ALBERTA.                  |                                                  | Current By 18030627183 |

| <b>Government of Alberta</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Personal Property Registry Search Results Report</b> | <b>Page 2 of 187</b>                  |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------|
|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Search ID# Z10968970</b>                             |                                       |
| <b>247</b>                   | <b>BORN 42 ROOM JACK &amp; JILL 2015NABORN ROAD LOCATED AT WATERBURY YARD ALBERTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         | <b>Controlled By<br/>YEDS-532-163</b> |
| <b>248</b>                   | <b>BORN 42 ROOM JACK &amp; JILL 2015NABORN ROAD LOCATED AT WATERBURY YARD ALBERTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         | <b>Controlled By<br/>YEDS-532-163</b> |
| <b>249</b>                   | <b>BORN 42 ROOM JACK &amp; JILL 2015NABORN ROAD LOCATED AT WATERBURY YARD ALBERTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         | <b>Controlled By<br/>YEDS-532-163</b> |
| <b>250</b>                   | <b>BORN 42 ROOM JACK &amp; JILL 2015NABORN ROAD LOCATED AT WATERBURY YARD ALBERTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                         | <b>Controlled By<br/>YEDS-532-163</b> |
| <b>251</b>                   | <b>All of the SCHEDULED TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSORIES REPLACEMENTS EXHAUSTIBLES AND ADJUSTABLES AND IMPROVEMENTS TO THE ABOVE DESCRIBED COLLATERAL ASSET PROCEEDS IN ANY FORM GENERATED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH SUCH COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT CLAIM PAYMENT THAT MAY BE PAID OR RECEIVED BY THE OWNER OF THE COLLATERAL ASSETS OR BY THE BENEFICIARIES OF SUCH COLLATERAL. PRIORITIES AND LOGICALLY PAYMENTS DOCUMENTS OF TITLE CHATTEL PAPER INVESTMENT PROPERTY INTEREST AND SECURITY.</b> |                                                         | <b>Controlled By<br/>YEDS-532-163</b> |

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Search ID# 21055757

**Business Broker Search For:**  
CANADA NORTH CAMPS INC  
Search ID# 21055757

Date of Search: 2016 May 25 Time of Search: 09:16:45

Registration Number: 11501742805  
Registration Date: 2016 May 25  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2021 May 25 23:59

Examination: Drive No: 1

**Amendments to Registration**

11501742805 Amendment And Renewal 2016 Oct 12

**Debtor(s)**

Block 1 CANADA NORTH CAMPS INC  
1425 124 AVENUE  
EDMONTON AB T5C 2G5  
Status: Current

**Secured Party / Parties**

Block 1 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805

Block 2 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805  
Phone # 781-474-4343 Fax # 781-474-0554

**Collateral: General**

Block 1 Description: ALL PRESENT AND FUTURE CREDIT AND LIABILITIES WHICH ARE OR WILL BE EXISTING OR OWING TO THE CREDITOR AS SET FORTH HEREIN  
Status: Current

**Government of Alberta**

**Personal Property Registry Search Results Report**

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Search ID# 21055757

**Business Broker Search For:**  
CANADA NORTH CAMPS INC  
Search ID# 21055757

Date of Search: 2016 May 25 Time of Search: 09:16:45

Registration Number: 11501742805  
Registration Date: 2016 May 25  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2021 May 25 23:59

Examination: Drive No: 1

**Amendments to Registration**

11501742805 Amendment 2016 Apr 11  
11501742805 Renewal 2017 Apr 11

**Debtor(s)**

Block 1 CANADA NORTH CAMPS INC  
1425 124 AVENUE  
EDMONTON AB T5C 2G5  
Status: Current

**Secured Party / Parties**

Block 1 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805

Block 2 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805  
Phone # 781-474-4343 Fax # 781-474-0554

**Collateral: General**

Block 1 Description: ALL PRESENT AND FUTURE CREDIT AND LIABILITIES WHICH ARE OR WILL BE EXISTING OR OWING TO THE CREDITOR AS SET FORTH HEREIN  
Status: Current

**Government of Alberta**

**Personal Property Registry Search Results Report**

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Search ID# 21055757

1 ALL PRESENT AND FUTURE CREDIT AND LIABILITIES WHICH ARE OR WILL BE EXISTING OR OWING TO THE CREDITOR BY CREDITORS SET FORTH HEREIN  
Status: Current

**Government of Alberta**

**Personal Property Registry Search Results Report**

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Search ID# 21055757

**Business Broker Search For:**  
CANADA NORTH CAMPS INC  
Search ID# 21055757

Date of Search: 2016 May 25 Time of Search: 09:16:45

Registration Number: 11501742805  
Registration Date: 2016 May 25  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2021 May 25 23:59

Examination: Drive No: 1

**Amendments to Registration**

11501742805 Amendment 2016 Oct 12  
11501742805 Renewal 2017 Jul 15

**Debtor(s)**

Block 1 CANADA NORTH CAMPS INC  
1425 124 AVENUE  
EDMONTON AB T5C 2G5  
Status: Current

**Secured Party / Parties**

Block 1 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805  
Phone # 781-474-4343 Fax # 781-474-0554

Block 2 CANADIAN WESTERN BANK  
1130 JASPER AVENUE  
EDMONTON AB T5C 2G5  
Status: Current by 11501742805  
Phone # 781-474-4343 Fax # 781-474-0554

**Collateral: Serial Number Goods**

Block Serial Number Year Make and Model Quantity Status



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of Alberta

Personal Property Registry  
Search Results Report

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Search ID# 21020579

1 ALL TRADES OF EVERY NATURE OR ANY DESCRIBED OR UNDESCRIBED RIGHTS ACCRUE TO THE SECURED PARTY AS LESSOR AND THE DEBTOR AS LESSEE, AS ADVISED FROM TIME TO TIME TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS

Current

Particulars

Block Additional Information  
1 Purchase Money Security Interest

Status  
Current

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of Alberta

Personal Property Registry  
Search Results Report

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Search ID# 21020579

Business Register Search For:  
CANADA NORTH CAMPS INC.  
Search ID# 21020579

Date of Search: 2018 March Time of Search: 06:59:45

Registration Number: 121212554  
Registration Date: 2012 Dec 02  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2018 Dec 02 05:59

Exact Match on: Block File 1

Amendments to Registration

121212554 Amendment 2012 Dec 04

Debtor(s)

Block 1 CANADA NORTH CAMPS INC.  
1425 JAMES AVENUE  
EDMONTON AB T6A 1A2 Status: Current

Block

2 B.J. CATERING LTD.  
1425 JAMES AVENUE  
EDMONTON AB T6A 1A2 Status: Current

Secured Party / Parties

Block 3 CANADIAN LEASING GROUP INC.  
1650 JUPITER AVENUE  
WINNIPEG MB R3T 1V2 Status: Current  
Phone # 204 744 4545 Fax # 204 744 4534

Collateral, Serial Number, Goods

Block Serial Number Year Rate and Month Category Status  
1 43121155 2013 BORDAT 5000 BY-BLANK CHECK Deleted By 121212554

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of Alberta

Personal Property Registry  
Search Results Report

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Search ID# 21020579

2 43121155 Block BORDAT 5000 BY-BLANK CHECK Current By 121212554

Collateral, General

Block Description Status  
1 ALL IN DISCHARGE HEREOF OF EVERY NATURE OR ANY DESCRIBED OR UNDESCRIBED RIGHTS ACCRUE TO THE SECURED PARTY AS LESSOR AND THE DEBTOR AS LESSEE, AS ADVISED FROM TIME TO TIME TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS Current

Particulars

Block Additional Information  
1 Purchase Money Security Interest

Status  
Current

Government  
of Alberta

Personal Property Registry  
Search Results Report

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Search ID# 21020579

Business Register Search For:  
CANADA NORTH CAMPS INC.  
Search ID# 21020579

Date of Search: 2018 Mar 25 Time of Search: 06:01:45

Registration Number: 121202054  
Registration Date: 2012 Mar 22  
Registration Type: SECURITY AGREEMENT  
Registration Status: Current  
Expiry Date: 2012 Mar 22 05:59

Exact Match on: Block File 1

Amendments to Registration

121202054 Amendment 2014 Dec 02  
1712016223 Renown 2017 Dec 26

Debtor(s)

Block 1 CANADA NORTH CAMPS INC.  
1425 JAMES AVENUE  
EDMONTON AB T6A 1A2 Status: Current

Secured Party / Parties

Block 1 CANADIAN WESTERN BANK  
300 JUPITER AVENUE  
EDMONTON AB T6A 1A2 Status: Current  
Phone # 780 474 4545 Fax # 780 474 4534

Block

2 CANADIAN WESTERN BANK  
300 JUPITER AVENUE  
EDMONTON AB T6A 1A2 Status: Current  
Phone # 780 474 4545 Fax # 780 474 4534

Collateral, General

Block Description Status

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Search ID # 21015974

|   |                                                                                                                                                                                                                                                                                                                                                        |         |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508223<br>CCL44508224<br>CCL44508225<br>CCL44508226<br>CCL44508227<br>CCL44508228<br>CCL44508229<br>CCL44508230<br>CCL44508231<br>CCL44508232                                                                                                                                                       | Current |
| 2 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508233<br>CCL44508234<br>CCL44508235                                                                                                                                                                                                                                                                | Current |
| 3 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508236<br>CCL44508237<br>CCL44508238<br>CCL44508239<br>CCL44508240                                                                                                                                                                                                                                  | Current |
| 4 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508241<br>CCL44508242<br>CCL44508243<br>CCL44508244<br>CCL44508245<br>CCL44508246<br>CCL44508247<br>CCL44508248<br>CCL44508249<br>CCL44508250<br>CCL44508251<br>CCL44508252<br>CCL44508253<br>CCL44508254<br>CCL44508255<br>CCL44508256<br>CCL44508257<br>CCL44508258<br>CCL44508259<br>CCL44508260 | Current |
| 5 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508261<br>CCL44508262<br>CCL44508263<br>CCL44508264<br>CCL44508265<br>CCL44508266<br>CCL44508267<br>CCL44508268<br>CCL44508269<br>CCL44508270<br>CCL44508271<br>CCL44508272<br>CCL44508273<br>CCL44508274<br>CCL44508275<br>CCL44508276<br>CCL44508277<br>CCL44508278<br>CCL44508279<br>CCL44508280 | Current |

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Search ID # 21015975

| Business District Search Inc.<br>CANADA NORTH CAMP INC<br>Search ID # 21015975                                                                                                                            |                                                                    | Date of Search: 2018 May 23           | Time of Search: 09:04:45 |                  |         |     |                               |  |  |            |             |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------|--------------------------|------------------|---------|-----|-------------------------------|--|--|------------|-------------|-------------|
| Registration Number: 1801221018                                                                                                                                                                           |                                                                    | Registration Type: SECURITY AGREEMENT |                          |                  |         |     |                               |  |  |            |             |             |
| Registration Date: 2018 May 23                                                                                                                                                                            |                                                                    | Registration Status: Current          |                          |                  |         |     |                               |  |  |            |             |             |
| Expiry Date: 2018 May 23 23:59:59                                                                                                                                                                         |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| <table><tr><th>Registration No.</th><th>Date</th><th>No.</th></tr><tr><td colspan="3">Announcements to Registration</td></tr><tr><td>1801221018</td><td>2018 May 23</td><td>2018 Dec 31</td></tr></table> |                                                                    |                                       |                          | Registration No. | Date    | No. | Announcements to Registration |  |  | 1801221018 | 2018 May 23 | 2018 Dec 31 |
| Registration No.                                                                                                                                                                                          | Date                                                               | No.                                   |                          |                  |         |     |                               |  |  |            |             |             |
| Announcements to Registration                                                                                                                                                                             |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| 1801221018                                                                                                                                                                                                | 2018 May 23                                                        | 2018 Dec 31                           |                          |                  |         |     |                               |  |  |            |             |             |
| Cables(s)                                                                                                                                                                                                 |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| Rank                                                                                                                                                                                                      |                                                                    | Status                                |                          |                  |         |     |                               |  |  |            |             |             |
| 1                                                                                                                                                                                                         | CANADA NORTH CAMP INC<br>2018 30M FREG FROM<br>ENFIELD: SERIAL NUM | Current                               |                          |                  |         |     |                               |  |  |            |             |             |
| Secured Entry / Parties                                                                                                                                                                                   |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| Rank                                                                                                                                                                                                      |                                                                    | Status                                |                          |                  |         |     |                               |  |  |            |             |             |
| 1                                                                                                                                                                                                         | CANADA NORTH CAMP INC<br>2018 30M FREG FROM<br>ENFIELD: SERIAL NUM | Entered by<br>1412563184              |                          |                  |         |     |                               |  |  |            |             |             |
| Phone # 705-824-4545                                                                                                                                                                                      |                                                                    | Fax # 705-824-4546                    |                          |                  |         |     |                               |  |  |            |             |             |
| Block                                                                                                                                                                                                     |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| Rank                                                                                                                                                                                                      |                                                                    | Status                                |                          |                  |         |     |                               |  |  |            |             |             |
| 2                                                                                                                                                                                                         | CANADA NORTH CAMP INC<br>2018 30M FREG FROM<br>ENFIELD: SERIAL NUM | Entered by<br>1412563184              |                          |                  |         |     |                               |  |  |            |             |             |
| Phone # 705-824-4545                                                                                                                                                                                      |                                                                    | Fax # 705-824-4546                    |                          |                  |         |     |                               |  |  |            |             |             |
| Confiscated, Serial Number, Goods                                                                                                                                                                         |                                                                    |                                       |                          |                  |         |     |                               |  |  |            |             |             |
| Block                                                                                                                                                                                                     | Serial Number                                                      | Year                                  | Make and Model           | Category         | Status  |     |                               |  |  |            |             |             |
| 1                                                                                                                                                                                                         | CCL44508281                                                        | 2018                                  | 30 MAN CH FREG FROM      | TR - Trailer     | Current |     |                               |  |  |            |             |             |

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Search ID # 21015976

|   |                                                                                                                                                                                                  |         |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 2 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508301<br>CCL44508302<br>CCL44508303<br>CCL44508304<br>CCL44508305<br>CCL44508306<br>CCL44508307<br>CCL44508308<br>CCL44508309<br>CCL44508310 | Current |
| 3 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508311<br>CCL44508312<br>CCL44508313<br>CCL44508314<br>CCL44508315<br>CCL44508316<br>CCL44508317<br>CCL44508318<br>CCL44508319<br>CCL44508320 | Current |
| 4 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508321<br>CCL44508322<br>CCL44508323<br>CCL44508324<br>CCL44508325<br>CCL44508326<br>CCL44508327<br>CCL44508328<br>CCL44508329<br>CCL44508330 | Current |
| 5 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508331<br>CCL44508332<br>CCL44508333<br>CCL44508334<br>CCL44508335<br>CCL44508336<br>CCL44508337<br>CCL44508338<br>CCL44508339<br>CCL44508340 | Current |
| 6 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508341<br>CCL44508342<br>CCL44508343<br>CCL44508344<br>CCL44508345<br>CCL44508346<br>CCL44508347<br>CCL44508348<br>CCL44508349<br>CCL44508350 | Current |
| 7 | 2012 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508351<br>CCL44508352<br>CCL44508353<br>CCL44508354<br>CCL44508355<br>CCL44508356<br>CCL44508357<br>CCL44508358<br>CCL44508359<br>CCL44508360 | Current |

| Rank | Serial Number                                                                                                                                                                                                                                                                                                                                                                   | Year | Make and Model        | Category     | Status  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------|--------------|---------|
| 1    | CANADA NORTH CAMP INC<br>2018 30M FREG FROM ENFIELD: SERIAL NUMBERS<br>CCL44508361<br>CCL44508362<br>CCL44508363<br>CCL44508364<br>CCL44508365<br>CCL44508366<br>CCL44508367<br>CCL44508368<br>CCL44508369<br>CCL44508370<br>CCL44508371<br>CCL44508372<br>CCL44508373<br>CCL44508374<br>CCL44508375<br>CCL44508376<br>CCL44508377<br>CCL44508378<br>CCL44508379<br>CCL44508380 | 2018 | 30M FREG FROM ENFIELD | TR - Trailer | Current |

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Personal Property Registry Search Results Report

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Search ID # 21015977

|                                                                                |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| Business District Search Inc.<br>CANADA NORTH CAMP INC<br>Search ID # 21015977 |                                                                                                                                                                                                                                                                                                                                                                                 | Date of Search: 2018 May 23           | Time of Search: 09:04:46 |
| <hr/>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| Registration Number: 1801221019                                                |                                                                                                                                                                                                                                                                                                                                                                                 | Registration Type: SECURITY AGREEMENT |                          |
| Registration Date: 2018 May 23                                                 |                                                                                                                                                                                                                                                                                                                                                                                 | Registration Status: Current          |                          |
| Expiry Date: 2018 May 23 23:59:59                                              |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <hr/>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| Registration No.                                                               | Date                                                                                                                                                                                                                                                                                                                                                                            | No.                                   |                          |
| <hr/>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <hr/>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <b>Debitals</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <b>Rank</b>                                                                    |                                                                                                                                                                                                                                                                                                                                                                                 | <b>Status</b>                         |                          |
| 1                                                                              | 1801221019<br>2018 30M FREG FROM ENFIELD:<br>SERIAL NUMBERS CCL44508381<br>CCL44508382<br>CCL44508383<br>CCL44508384<br>CCL44508385<br>CCL44508386<br>CCL44508387<br>CCL44508388<br>CCL44508389<br>CCL44508390<br>CCL44508391<br>CCL44508392<br>CCL44508393<br>CCL44508394<br>CCL44508395<br>CCL44508396<br>CCL44508397<br>CCL44508398<br>CCL44508399<br>CCL44508400            | Current                               |                          |
| <b>Rank</b>                                                                    |                                                                                                                                                                                                                                                                                                                                                                                 | <b>Status</b>                         |                          |
| 2                                                                              | CANADA NORTH CAMP INC<br>2018 30M FREG FROM ENFIELD:<br>SERIAL NUMBERS CCL44508381<br>CCL44508382<br>CCL44508383<br>CCL44508384<br>CCL44508385<br>CCL44508386<br>CCL44508387<br>CCL44508388<br>CCL44508389<br>CCL44508390<br>CCL44508391<br>CCL44508392<br>CCL44508393<br>CCL44508394<br>CCL44508395<br>CCL44508396<br>CCL44508397<br>CCL44508398<br>CCL44508399<br>CCL44508400 | Current                               |                          |
| <hr/>                                                                          |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <b>Secured Party Parties</b>                                                   |                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                          |
| <b>Rank</b>                                                                    |                                                                                                                                                                                                                                                                                                                                                                                 | <b>Status</b>                         |                          |
| 1                                                                              | BUSINESS DEVELOPMENT BANK OF CANADA<br>BOX 655 BURLINGTON<br>NAYAGUEN BLVD N 340                                                                                                                                                                                                                                                                                                | Current                               |                          |
| FINANCIAL INSTITUTION                                                          |                                                                                                                                                                                                                                                                                                                                                                                 | FINANCIAL INSTITUTION                 |                          |

Government of Alberta

Personal Property Registry  
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Search ID #: 210608073

Business Debtor Search Form

CANADA NORTH CAMPS INC

Search ID #: 210608073

Date of Search: 2015-06-02

Time of Search: 09:04:45

|                                  |                                         |
|----------------------------------|-----------------------------------------|
| Registration Number: 15013022546 | Registration Type: REGULAR REGISTRATION |
| Registration Date: 2013-12-17    | Registration Status: Current            |
|                                  | Entry Date: 2013-12-17 17:03            |

|                |       |       |
|----------------|-------|-------|
| First Mention: | Date: | No. 2 |
| First Mention: | Date: | No. 3 |

Amendments to Registration

|             |           |             |
|-------------|-----------|-------------|
| 15013022546 | Request   | 2013 Jun 10 |
| 15013022546 | Amendment | 2013 Jun 17 |

Debtor(s)

| Block | Details                                                            | Status  |
|-------|--------------------------------------------------------------------|---------|
| 1     | 111547 ALBERTA LTD<br>1745 101ST STREET<br>EDMONTON AB T5A 1J5     | Current |
| 2     | CANADA NORTH CAMPS INC<br>2505 NOTED STREET<br>EDMONTON AB T5A 1J5 | Current |
| 3     | CANADA NORTH CAMPS INC<br>1418 CHATELAIN<br>EDMONTON AB T5A 1J5    | Current |

Secured Party/Parties

| Block | Details                                                                            | Status  |
|-------|------------------------------------------------------------------------------------|---------|
| 1     | BUSINESS DEVELOPMENT BANK OF CANADA<br>BANK 6205 BROADVIEW<br>VANCOUVER BC V6X 1M1 | Current |

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Form # 210608073

Form # 210608073

Collateral General

| Block | Description                                                                                                                                                                                                                                                                                                                                                                                                                                             | Status  |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1     | ALL PRESENT AND FUTURE ACQUIRED PERSONAL PROPERTY OF THE DEBTOR                                                                                                                                                                                                                                                                                                                                                                                         | Current |
| 2     | PROCEEDS<br>ALL OF THE DEBTOR'S PRESENT AND FUTURE ACQUIRED PERSONAL PROPERTY<br>INCLUDING ACCOUNTS, CASH, INVENTORIES, PAPER, RECEIVABLES, STOCKS,<br>BILLS OF LADING, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT<br>PROPERTY, FUTURE CROPS AND ALL OTHER INSTRUMENTS, RECEIVABLES,<br>ALTERNATIVES OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER<br>DIRECTLY OR INDIRECTLY RELATING TO THE DEBTOR'S COLLATERAL<br>DESCRIBED ABOVE OR PROCEEDS THEREFROM | Current |

Particulars

| Block | Additional Information                                                                                                                                                                                                                                                                                                        | Status                  |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1     | TO RECORD THE 1ST AMALGAMATION OF CANADANORTH CAMPS INC (2013000000) AND TANK-BUSINESS DEVELOPMENT GROUP INC (2013000000) TO BE KNOWN AS CANADA NORTH CAMPS INC. AND THE 2ND AMALGAMATION OF CANADANORTH CAMPS INC (2013000000) AND CANADANORTH STRUCTURES INC (2013000000) TO BE KNOWN AS CANADANORTH CAMPS INC (2013000000) | Current By: 15013022546 |

Government of Alberta

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Search ID #: 210608073

Business Debtor Search Form

CANADA NORTH CAMPS INC

Search ID #: 210608073

Date of Search: 2015-06-02

Time of Search: 09:04:45

|                                  |                                       |
|----------------------------------|---------------------------------------|
| Registration Number: 15013022546 | Registration Type: SECURITY AGREEMENT |
| Registration Date: 2013-06-17    | Registration Status: Current          |
|                                  | Entry Date: 2013-06-17 11:09:19       |

|                |       |       |
|----------------|-------|-------|
| First Mention: | Date: | No. 1 |
|----------------|-------|-------|

Debtor(s)

| Block | Details                                                         | Status  |
|-------|-----------------------------------------------------------------|---------|
| 1     | CANADA NORTH CAMPS INC<br>1418 CHATELAIN<br>EDMONTON AB T5A 1J5 | Current |
| 2     | D.J. CATERING LTD<br>1418 CHATELAIN<br>EDMONTON AB T5A 1J5      | Current |

Secured Party/Parties

| Block | Details                                                              | Status  |
|-------|----------------------------------------------------------------------|---------|
| 1     | NATIONAL LEASING GROUP INC<br>1115 BROADVIEW<br>VANCOUVER BC V6X 1M1 | Current |

Collateral General

| Block | Description                                                                                                                                                                                                                                                                     | Status  |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1     | ALL INSTALLED AND MANUFACTURED EQUIPMENT, LIGHT TOWERS, CRANES, FLOWERS, NATURE OR KNOWLEDGE, IN LEASE, MAINTENANCE, REPAIR, THE SECURED PARTY, AS SECURED BY THE DEBTOR AS LESSEE, AS APPLICABLE FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTES | Current |

Particulars

Government of Alberta

Personal Property Registry  
Search Results Report

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Search ID #: 210608073

Block

Additional Information

1

Business Debtor Search Form

Status

Current

## **TAB C**

**Order Approving Winterburn Sale, Assigning Litigation, Expanding Powers of Monitor,  
Removing Certain Parties as Applicants, Authorizing Name Changes of Certain  
Applicants and Extending the Stay of Proceedings granted by Justice K.G. Nielsen on  
April 20, 2018, filed April 20, 2018**

COURT FILE NO.

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.,  
1371047 ALBERTA LTD. and 1919209 ALBERTA LTD.

DOCUMENT

**ORDER APPROVING WINTERBURN SALE, ASSIGNING  
LITIGATION, EXPANDING POWERS OF MONITOR, REMOVING  
CERTAIN PARTIES AS APPLICANTS, AUTHORIZING NAME  
CHANGES OF CERTAIN APPLICANTS AND EXTENDING THE  
STAY OF PROCEEDINGS**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP  
Barristers and Solicitors  
2700, Commerce Place  
10155-102 Street  
Edmonton, AB, Canada T5J 4G8  
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer: Stephanie A. Wanke  
Email: swanke@millerthomson.com  
File No.: 230560.1

DATE ON WHICH ORDER WAS PRONOUNCED:

April 20, 2018

LOCATION OF HEARING:

Edmonton, AB

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice K.G. Nielsen

UPON THE APPLICATION of Canada North Camps Inc. ("CNC"), D.J. Catering Ltd. ("DJ"), Campcorp Structures Ltd. ("Campcorp"), Canada North Group Inc. ("CNGI"), 816956 Alberta Ltd. ("816"), 1371047 Alberta Ltd. ("137") and 1919209 Alberta Ltd. ("191") (collectively, the "Applicants"), AND UPON having read the Initial Order granted in these proceedings on July 5, 2017 (the "Initial Order"), the Eleventh Report of the Monitor, Ernst & Young Inc., (the "Monitor"), filed March 12, 2018; the Confidential Supplement to the Eleventh Report of the Monitor dated March 12, 2018, unfilled (the "Confidential Supplement to the Eleventh Report"); the unfilled Replacement Schedule C to the Confidential Supplement to the 11<sup>th</sup> Report ("Confidential Replacement Schedule"); the Twelfth Report of the Monitor, filed April 10, 2018; the Confidential Supplement to the Twelfth Report of the Monitor dated April 9, 2018, unfilled (the "Confidential Supplement to the Twelfth Report"); the Thirteenth Report of the Monitor, filed April 11, 2018, and the Confidential Supplement to the Thirteenth Report of the Monitor (the "Confidential Supplement to the Thirteenth Report"), dated April 11, 2018, unfilled; the Fourteenth

Report of the Monitor dated and filed April 13, 2018; and the Affidavit of Service of Gillian Cameron to be filed;

AND UPON NOTING that the shares of Campcorp and DJ and the rights to the names "Canada North Camps" and "Canada North Group" are being sold as part of the Camp Transaction, as defined in the Order granted in these proceedings on March 20, 2018 (the "**Camp Transaction Order**"); AND UPON BEING ADVISED that, the current directors of CNC, CNGI, 816, 137, and 191 (collectively, the "**Remaining Applicants**") wish to resign effective the closing of the Camp Transaction;

AND UPON hearing from counsel for the Applicants, counsel for Canadian Western Bank, counsel for the Monitor and such other counsel as were present, IT IS HEREBY ORDERED AND DECLARED THAT:

### SERVICE

1. 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 and this application is property returnable as of the date of this Order.

### EXTENSION OF STAY

2. The Stay Period as referred to and defined in paragraph 13 of the Initial Order is hereby extended to and including July 31, 2018

### SALE OF WINTERBURN PROPERTY

3. 137 is hereby authorized to sell the property legally described as

Plan 8622655  
Block E  
Excepting Thereout All Mines and Minerals  
Area: 5.66 Hectares (13.99 Acres) More or Less

(the "**Winterburn Property**")

pursuant to the terms of the Offer to Purchase and Interim Agreement made between 137 and 2007062 Alberta Ltd. (or its nominee) (the "**Purchaser**") dated February 17, 2018 and appended as Schedule "D" to the Confidential Supplement to the Eleventh Report and amended by the Purchaser Condition Removal and Second Amending Agreement dated March 23, 2018 (collectively, the "**Purchase Agreement**") and appended to Schedule "A" of the Confidential Supplement to the Twelfth Report (collectively, the "**Winterburn Transaction**").

4. 137 is hereby authorized and approved to, without further Order of this Court:
  - (a) take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Winterburn Transaction or for the conveyance of the Winterburn Property to the Purchaser; and
  - (b) agree with the Winterburn Purchaser to such minor amendments to the Purchase Agreement as may be required to facilitate closing, subject to the approval of the Monitor.
5. Upon the delivery of a Monitor's certificate to the Winterburn Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Monitor's Certificate**"), all of 137's right, title and interest in and to the Winterburn Property shall vest absolutely in the name of the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured,

unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- (c) those Claims listed on Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, easements and restrictive covenants listed on Schedule "C") (the "**Permitted Encumbrances**"); and,

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Winterburn Property are hereby expunged and discharged as against the Winterburn Property.

6. Upon the delivery of the Monitor's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**Registrar**") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 132 082 619 for the Winterburn Property and to issue a new Certificate of Title for the Winterburn Property in the name of the Purchaser (or its nominee), and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Winterburn Lands to the Purchaser (or its nominee), which Certificate of Title shall be subject only to the Permitted Encumbrances.
7. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
8. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Winterburn Property (to be held by the Monitor) shall stand in the place and stead of the Winterburn Property, and from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Winterburn Property with the same priority as they had with respect to the Winterburn Property immediately prior to the sale, as if the Winterburn Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
9. The Winterburn Purchaser shall, by virtue of the completion of the Winterburn Transaction, have no liability of any kind whatsoever in respect of any Claims against 137 or the Winterburn Property.
10. Immediately after the closing of the Winterburn Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Monitor or 137.
11. The Monitor is to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
12. Notwithstanding:
  - (a) The pendency of these proceedings;
  - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of 137 and any bankruptcy order issued pursuant to any such applications; and
  - (c) Any assignment in bankruptcy made in respect of 137.

the vesting of the Winterburn Property the Winterburn Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 137 and shall not be void or voidable by creditors of 137, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

13. 137, the Monitor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Winterburn Transaction.

#### ORDERS ANCILLARY TO CLOSING THE RESTRUCTURING TRANSACTION

14. Pursuant to the Plan of Arrangement (the "**Plan**") attached to and approved by the Camp Transaction Order, on filing of the Pre-Closing Transaction Monitor's Certificate (as defined in the Camp Transaction Order):
- (a) The DJ Transferred Assets (as defined in the Plan) and the DJ Claims (as defined in the Plan) shall transfer to and be assumed by CNGI and the DJ Claims will attach to the DJ Transferred Assets with the same priority as they had with respect to the DJ Transferred Assets immediately prior to the transfer, as if the DJ Transferred Assets had not transferred and remained in the possession or control of DJ. DJ shall thereafter be free and clear of all DJ Claims whatsoever, except the Permitted DJ Claims (as defined in the Plan). For the purposes of the *Income Tax Act* and the *Excise Tax Act*, the fair market value of the DJ Transferred Assets is deemed to be nil. For the purposes of the *Income Tax Act* and the *Excise Tax Act*, the discounted value of the DJ Claims and is deemed to be nil; and
  - (b) The CSL Transferred Assets (as defined in the Plan) and the CSL Claims (as defined in the Plan) shall transfer to and be assumed by CNGI and the CSL Claims will attach to the CSL Transferred Assets with the same priority as they had with respect to the CSL Transferred Assets immediately prior to the transfer, as if the CSL Transferred Assets had not transferred and remained in the possession or control of CSL. CSL shall thereafter be free and clear of all CSL Claims whatsoever, except the Permitted CSL Claims (as defined in the Plan). For the purposes of the *Income Tax Act* and the *Excise Tax Act*, the fair market value of the CSL Transferred Assets is deemed to be nil. For the purposes of the *Income Tax Act* and the *Excise Tax Act*, the discounted value of the CSL Claims and is deemed to be nil.
15. Upon the filing of the Camp Monitor's Certificate, as defined in the Camp Transaction Order, and effective only from the date of such filing:
- (a) Campcorp and DJ shall be removed as Applicants from these proceedings and shall no longer be subject to the Initial Order or any subsequent Orders in these proceedings;
  - (b) CNG shall change its name to 667402 Alberta Ltd. and CNC shall change its name to 18512398 Alberta Ltd.;
  - (c) The Style of Cause in these proceedings shall be amended:
    - (i) to amend the names of each of CNG and CNC to their respective numbers as set out in paragraph 15(b) above; and
    - (ii) to delete Campcorp and DJ; and

- (d) The resignations of each of Paul McCracken and Shayne McCracken as directors of each of the Remaining Applicants shall be deemed to be accepted by each of the Remaining Applicants and the Alberta Registrar of Corporations is directed to reflect their resignation in the corporate records for each of Campcorp and DJ.

#### EXPANSION OF MONITOR'S POWERS

16. Upon the filing of the Camp Monitor's Certificate, as defined in the Camp Transaction Order, and effective only from the date of such filing, the Monitor's powers are expanded as set out in this Order.
17. Nothing in this Order shall derogate from the powers of the Monitor as provided for in the Initial Order or subsequent Orders in this Action.
18. In addition to the powers and duties of the Monitor set out in the Initial Order, and without altering in any way the limitations and obligations of the Remaining Applicants because of these proceedings, or prior orders of the Court in these proceedings, the Monitor be and is hereby authorized and empowered to do any of the following with respect to the Remaining Applicants where the Monitor considers it necessary or desirable:
- (a) preserve, protect and maintain control of the Remaining Applicants' remaining real property, personal property, books, records, and documents (paper and electronic) (collectively "Property"), and any and all proceeds, receipts and disbursements arising out of or from the Property or any parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (b) manage, operate and carry on the business of the Remaining Applicants, including, without limitation, completing the sale of the Winterburn Property;
  - (c) take all steps and actions the Monitor, on behalf of the Remaining Applicants, considers necessary or desirable in these proceedings including, without limitation:
    - (i) entering into any agreements;
    - (ii) incurring obligations in the ordinary course of business;
    - (iii) retaining or terminating employees;
    - (iv) ceasing to carry on all or any part of the business;
    - (v) marketing any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Monitor, in its discretion, may deem appropriate;
    - (vi) subject to the terms of the Initial Order, selling, conveying, transferring, leasing or assigning the Property or any part or parts thereof out of the ordinary course of business of the Remaining Applicants;
    - (vii) applying for any Vesting Order or other Orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property.

- (viii) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
  - (ix) oversee and direct the preparation of cash flow statements and to assist in the dissemination of financial and other information in these proceedings;
  - (x) receive, collect and take possession of all monies and accounts now owed or hereafter owing to any one or more of the Remaining Applicants, including proceeds payable pursuant to sales of Property;
  - (xi) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property or business of the Remaining Applicants, whether in the Monitor's name or in the name and on behalf any one or more of the Remaining Applicants;
  - (xii) initiate, prosecute and continue the prosecution of any and all proceedings on behalf of one or more of the Remaining Applicants and to settle or compromise any such proceedings or claims. For greater certainty, such authority shall include the ability to represent the Remaining Applicants in any negotiations or mediation with respect to such claims of the Remaining Applicants. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceedings;
  - (xiii) exercise any rights which the Remaining Applicants may have;
  - (xiv) provide instruction and direction to the advisors of the Remaining Applicants;
  - (xv) make any distribution or payments required under any Order in these proceedings; and
  - (xvi) exercise any other incidental rights or powers which the Remaining Applicants may have, including rights or powers available to the Remaining Applicants under the terms of the Initial Order and the Companies' Creditors Arrangement Act as applicable, as deemed reasonable and appropriate by the Monitor.
19. No provision in this Order is intended to appoint the Monitor as an officer, director or employee of any of the Remaining Applicants. Additionally, nothing in this Order shall constitute or be deemed to constitute the Monitor as a receiver, assignee, liquidator, or receiver and manager of any of the Remaining Applicants or a successor employer and that any distributions made to creditors of the Remaining Applicants and any actions taken by the Monitor in furtherance to the directions given in this Order or previous Orders will be deemed to have been made by the Remaining Applicants, as applicable.
20. The Remaining Applicants, and their current and former shareholders, officers, directors, agents and representatives shall fully co-operate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order or any other Order of the Court.
21. The Monitor shall continue to have the benefit of all of the protections and priorities as set out in the Initial Order and any such protections and priorities shall apply to the Monitor in fulfilling its duties under this Order or in carrying out the provisions of this Order.

#### **ASSIGNMENT OF GRAND RAPIDS ACCOUNTS RECEIVABLE AND RELATED CLAIMS**

22. Effective as of the filing of the Camp Monitor's Certificate, any and all right, title and interest:

- (a) of CNC and Heart Lake Canada North Group GP ("**Heart Lake**") to accounts receivable pursuant to or arising from the Services Agreement No. 4600005905 made between Grand Rapids Pipeline Limited Partnership ("**Grand Rapids**") and Heart Lake effective November 4, 2014;
- (b) of CNC, 137 and Wandering River Properties Ltd. ("**Wandering River**") to accounts receivable pursuant to or arising from the Lease Agreement made among 137, Wandering River and Grand Rapids effective October 1, 2014;
- (c) of Heart Lake, 137 and Wandering River in and to the proceedings of the Court of Queen's Bench of Alberta Action No. 1701 - 16910 (the "**Grand Rapids Action**") in addition to all claims of whatsoever nature or kind which 137 now has or may have hereafter in relation to the Grand Rapids Action, including, but not limited to, any and all rights to collect and receive any amounts awarded pursuant to a judgment or any benefits that may arise from a settlement of the Grand Rapids Action

are assigned and transferred over to DJ.

23. Upon filing of this Camp Monitor's Certificate:

- (a) the Clerk of the Court of Queen's bench is hereby authorized and directed to amend the style of cause of the Grand Rapids Action to substitute DJ as Plaintiff for Heart Lake, Wandering River and 137; and
- (b) DJ is hereby permitted and authorized to take up and continue proceedings in the Grand Rapids Action in its own name and at its own expense.

**TRANSFER OF CNRL ACCOUNTS RECEIVABLE AND RELATED CLAIMS**

24. The parties to the Camp Transaction are authorized to amend the Camp Transaction so that Campcorp's right, title, and interest in and to its accounts receivable with Canadian Natural Resources Limited ("**CNRL**") arising from services and materials provided to or in connection with building of CNRL's North Kirby Camp and Wooden House Camp stay with Campcorp and are not removed from Campcorp prior to the shares of Campcorp being sold as part of the Camp Transaction.

**FOREIGN ASSISTANCE**

25. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

**NO PROCEEDINGS AGAINST THE MONITOR**

26. No proceeding or enforcement process in any court or tribunal, shall be commenced or continued against the Monitor except with the written consent of the Monitor or with leave of this Court.

**SEALING THE CONFIDENTIAL REPLACEMENT SCHEDULE, CONFIDENTIAL SUPPLEMENTS TO THE ELEVENTH, TWELFTH AND THIRTEENTH REPORT**

27. The Confidential Replacement Schedule, the Confidential Supplements to the, Eleventh, Twelfth and Thirteenth Report shall be sealed on the Court file until further order of this Court, notwithstanding Division 4 of Part 6 of the Alberta Rules of Court.
28. The Clerk of this Honourable Court shall file the Confidential Replacement Schedule, the Confidential Supplements to the Eleventh, Twelfth and Thirteenth Report in sealed envelopes that set out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY ERNST & YOUNG INC., in its capacity as Court-Appointed Monitor of CANADA NORTH GROUP INC., et al. THE CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO AN ORDER ISSUED BY JUSTICE K. D. Nielsen ON April 20, 2018 UNTIL FURTHER ORDER OF THIS COURT.

**APPROVAL OF REPORTS AND ACTIVITIES**

29. The Tenth to and including the Fourteenth Reports of the Monitor, and any Confidential Supplements and Schedules prepared in connection therewith, and the activities of the Monitor outlined therein, are hereby approved provided, however, that only the Monitor in its personal capacity and only with respect to its own personal liability shall be entitled to rely upon or utilize in any such approval.

"K. G. Nielsen"  
J.C.Q.B.A.

## SCHEDULE A

### Form of Monitor's Certificate

COURT FILE NUMBER 1703 12327

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., 1371047 ALBERTA LTD. and  
1919209 ALBERTA LTD.

#### DOCUMENT

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

#### Monitor's Certificate

DUNCAN CRAIG LLP  
Suite 2800, 10060 Jasper Avenue  
Edmonton, Alberta T5J 3V9  
Attn: Darren R. Bieganeck, QC  
Phone: 780.441.4386  
Fax: 780.428.9683  
Email: dbieganeck@dcllp.om

#### RECITALS

- A. Pursuant to an Order of the Honourable Justice K.G. Nielsen of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated July 5, 2017, Ernst & Young Inc. was appointed as the Monitor of CANADA NORTH GROUP INC., CANADA NORTH CAMPS INC., CAMPCORP STRUCTURES LTD., D.J. CATERING LTD., 816956 ALBERTA LTD., 1371047 ALBERTA LTD. and 1919209 ALBERTA LTD. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated April 20, 2018, the Court approved the sale transaction (the "**Winterburn Transaction**") contemplated by an agreement of purchase and sale (the "**Winterburn Sale Agreement**") made between 137 and 2007062 Alberta Ltd. or nominee (the "**Winterburn Purchaser**") dated February 17, 2018 and appended as Schedule "D" to the Confidential Supplement to the 11th Report of Ernst & Young Inc. in its capacity as Monitor of the Applicant (the "**Monitor**") dated March 12, 2018 and subsequently amended by the Purchaser Condition Removal and Second Amending Agreement dated March 23, 2018 and appended to Schedule "A" of the Confidential Supplement to the Twelfth Report of the Receiver dated April 9, 2018, which provided for the vesting in the Winterburn Purchaser (or its nominee) of 137's right, title and interest in and to the land and improvements (the "**Winterburn Property**") described in the Winterburn Sale Agreement which vesting is to be effective with respect to the Winterburn Property upon the delivery by the Monitor to the Winterburn Purchaser of a certificate confirming (i) the payment by the Winterburn Purchaser of the Purchase Price for the Winterburn Property; (ii) that the conditions to Closing as set out in sections 5 and 6 of the Winterburn Sale Agreement

have been satisfied or waived by 137, the Monitor and the Winterburn Purchaser; and (iii) the Winterburn Transaction has been completed to the satisfaction of the Monitor.

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

**THE MONITOR CERTIFIES** the following:

1. The Winterburn Purchaser (or its nominee) has paid and 137 has received the Purchase Price for the Winterburn Property payable on the Closing Date pursuant to the Winterburn Sale Agreement;
2. The conditions to Closing as set out in sections 5 and 6 of the Winterburn Sale Agreement have been satisfied or waived by 137, the Monitor and the Winterburn Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at [Time] on [Date].

**Ernst & Young Inc., in its capacity as  
Monitor of the Debtor and not in its  
personal capacity.**

**Per:** \_\_\_\_\_

**Name:**

**Title:**

**SCHEDULE B**

**Winterburn Encumbrances**

1. Registration 102 253 454: Caveat re: Lease Interest in favour of Experienced Equipment Sales & Rental registered on July 21, 2010.
2. Registration 112 394 192: Mortgage in favour of 506221 Alberta Ltd. registered on December 7, 2011.
3. Registration 162 322 778: Mortgage in favour of Northland Mortgage & Investment Corporation registered on November 16, 2016.
4. Registration 162 322 779: Caveat re: Assignment of Rents and Leases in favour of Northland Mortgage & Investment Corporation registered on November 16, 2016.
5. Registration 172 101 430: Mortgage in favour of Canadian Western Bank registered on April 27, 2017.

**SCHEDULE C**

**Winterburn Permitted Encumbrances**

1. Registration 022 349 944; Caveat re Lease in favour of TM Mobile Inc. registered on September 17, 2002.

# **TAB D**

## **Monitor's Fifteenth Report**

Clerk's Stamp



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 667402 Alberta Ltd., 18512398 Alberta Ltd.,  
816956 ALBERTA LTD., 1371047 ALBERTA LTD.,  
AND 1919209 ALBERTA LTD.

DOCUMENT MONITOR'S FIFTEENTH REPORT  
June 11, 2018

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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## SCHEDULES

Schedule A -- Agreement between Aurora Lodging Inc. and the Monitor

## INTRODUCTION AND PURPOSE OF THE REPORT

1. On July 5, 2017, Canada North Group Inc. ("CNG"), Canada North Camps Inc. ("CNC"), Campcorp Structures Ltd. ("Campcorp"), D.J. Catering Ltd. ("DJ"), 816956 Alberta Ltd. ("816"), and 1371047 Alberta Ltd. ("137") (hereinafter collectively referred as the "Applicants" or the "Companies" or the "Group") made an application before this Honourable Court requesting certain relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") and obtained, inter alia, an Initial order (the "Initial Order"), a stay of proceedings ("Stay") against the Applicants for a period of 30 days up to and including August 3, 2017, and the appointment of Ernst & Young Inc. ("EY" or the "Monitor") as monitor of the Applicants. In addition to the appointment of the Monitor, the Initial Order also included the appointment of R.e.I. group inc. as Chief Restructuring Officer ("CRO").
2. Prior to the application noted above, on June 26<sup>th</sup>, 2017, each of CNG, CNC, Campcorp, and DJ filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 ("BIA") and EYI consented to act as Trustee in each instance. These NOI proceedings commenced by CNG, CNC, Campcorp and DJ under the BIA were taken up and continued under the CCAA.
3. On July 27, 2017, the Applicants made an application to the Court for an extension of the Stay and to add 1919209 Alberta Ltd. ("1919") as an applicant to the CCAA Proceedings. The relief sought by the Applicants at this application was granted by the Court, and for the purposes of this report, 1919 will be included in the defined term Applicant, unless otherwise noted.
4. On April 20, 2018, the Applicants made an application to the Court for an Order:
  - a.) approving the sale of Winterburn;
  - b.) assigning certain litigation;
  - c.) dealing with certain issues regarding the Camp Transaction;
  - d.) expanding the powers of the Monitor;
  - e.) removing certain parties as Applicants;
  - f.) authorizing name changes of certain Applicants; and
  - g.) extending the Stay.

The Court granted an Order which provided for the relief sought by the Applicants as requested effective that same date.

5. Pursuant to certain provisions of the Order dated April 20, 2018, on May 3, 2018 the Camp Monitor's Certificate was filed with the Court by the Monitor, and directly as a result, several significant changes to these CCAA proceedings occurred (amongst other changes and relief granted in the Order), namely:
- a.) Campcorp and DJ were removed as Applicants from these CCAA proceedings and are no longer subject to the Initial Order or any subsequent Orders in these proceedings;
  - b.) CNG changed its name to 667402 Alberta Ltd. ("667") and CNC changed its name to 18512398 Alberta Ltd. ("185");
  - c.) The Style of Cause in these CCAA proceedings was amended:
    - i.) to change the names of each of CNG and CNC to their respective numbers as noted above; and
    - ii.) to delete Campcorp and DJ;
  - d.) The resignations of each of Paul and Shayne McCracken as directors of the Remaining Applicants (as applicable) was deemed to be accepted by the Remaining Applicants;
  - e.) The Monitor's powers were expanded as set out in the Order; and
  - f.) Any and all right, title and interest in the Grand Rapids accounts receivable and related claims were assigned and transferred over to DJ.
6. Over the Course of these CCAA proceedings, the Applicants have made a number of applications to this Court requesting various relief and corresponding extensions of the Stay. To date, the Monitor has filed fourteen reports with the Court and issued three unfiled Confidential Supplements in relation to its Eleventh, Twelfth Report and Thirteenth Report. Copies of all filed Monitor's reports, materials filed by the Applicants, application materials and previous Orders of the Court can be accessed on the Monitor's website as noted in the disclaimer section of this report below.
7. The purpose of this report (the "Fifteenth Report") is to provide the Court and the Remaining Applicants' stakeholders with:
- i.) an update in relation to the status of the transaction with Restructuring Investor,

the closing of the Winterburn Yard sale, and the effective date of the expansion of the Monitor's powers;

- ii.) an update in relation to the actions of the Monitor since the date of the last report, specifically since the expansion of its powers effective May 3, 2018;
- iii.) information in relation to the Monitor's recommendation to Canada North Group LP Holdings Ltd. to the CCAA proceedings;
- iv.) information in relation to a pending sale of certain assets located at the Bonnyville camp site;
- v.) information in relation to a request by BDC for a reserve for future legal fees in these CCAA proceedings;

and to serve as support for an Order of the Court that:

- vi.) approves the actions of the Monitor as set out in this report;
- vii.) adds Canada North Group LP Holdings Ltd. to these CCAA proceedings as a Remaining Applicant;
- viii.) approves the sale of certain assets at the Bonnyville camp site and vests clear title of the assets sold to the potential purchaser on closing of the transaction contemplated herein;
- ix.) provides direction to the Monitor in relation to the payment of the reserve for future legal fees as requested by BDC; and
- x.) extends the Stay to December 31, 2018.

#### DISCLAIMER

8. In preparing the Fifteenth Report, the Monitor has relied upon unaudited financial information of the Remaining Applicants, the Remaining Applicants' books and records, certain financial information prepared by the Remaining Applicants and discussions with the Remaining Applicants' management ("Management"). The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information provided. Accordingly, the Monitor expresses no opinion or other form of assurance on the information contained in this report or

relied upon in its preparation. Future oriented financial information reported or relied on in order to prepare this report is based on Management's assumptions regarding future events; actual results will vary from forecast, and such variations may be material.

9. This report should be read in conjunction with all previously filed affidavits and reports, as well as Court Orders previously issued in these proceedings all of which, save for items directed to be sealed for confidentiality purposes, are available on the Monitor's website established for these proceedings that is located at <http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410>. In addition, this report should be read in conjunction with any new materials filed with the Court by the Remaining Applicants (if any) prior to the date set for the application as set out in this report.
10. Unless otherwise stated, all references to monetary amounts contained herein are expressed in Canadian currency. Capitalized terms used herein not otherwise defined are as defined in the previous reports of the Monitor and other materials filed in connection with these CCAA proceedings to date.

#### **STATUS OF TRANSACTION WITH RESTRUCTURING INVESTOR, WINTERBURN SALE, AND EXPANSION OF THE MONITOR'S POWERS**

##### Status of Transaction with Restructuring Investor

11. It was decided amongst the Monitor and its counsel, counsel for the Applicants, and counsel for the Restructuring Investor that the effective date of the Camp Transaction would be close of business on April 21, 2018. This particular date was used as it provided for a streamlined cut-off of operations, payroll, and the transition of staff to the new operating entity. As such, effective April 22, 2018, all of the operations of the camps included in the Camp Transaction along with all of the associated former staff of the Applicants that were required to maintain future operations were transitioned to the Restructuring Investor's new operating entity, Lodgistx Accommodations and Service Inc. ("Lodgistx").
12. In the interim period between the effective date of the Camp Transaction and the filing of the Monitor's Certificate (Camp Transaction), a number of transactions were processed by the Remaining Applicants in relation to the operations of the camps after the effective date that will require to be reconciled with the Monitor. Conversely, Management has indicated that there were payments made after the filing of the Monitor's Certificate (Camp Transaction) by Lodgistx on behalf of the Remaining Applicants. There are a few other related adjustments that may also be required in relation to the Camp Transaction and the Monitor and Management will be completing a reconciliation of any such transactions and finalizing an adjustment as required in the near future.

13. Notwithstanding the reconciliation and anticipated adjustment referenced above, the Monitor advises that in all material respects the Camp Transaction was completed. On May 3, 2018, the Monitor signed and filed with the Court the Monitor's Certificate (Camp Transaction) within which the Monitor certified, amongst other things, that the funds in relation to the Camp Transaction had been received, and all other related conditions as required under the Order of the Court dated March 20, 2018 in relation to the Camp Transaction had been satisfied.

#### Winterburn Sale

14. Pursuant to discussions between 2007, the Monitor and their respective counsel, 2007 advised that in order to complete the purchase of the Winterburn Yard, 2007 would require possession on May 1, 2018. The Monitor agreed to allow 2007 to have possession on that date provided it was confirmed that the sale proceeds were in trust with the Monitor's counsel to close the transaction, and that 2007 would reasonably accommodate the Monitor and Remaining Applicants while the Monitor determined a course of action to deal with the Remaining Applicant's assets located on the Winterburn Yard. The Monitor received the confirmation required with respect to the sale proceeds and was comfortable moving forward and allowing 2007 to have possession for May 1, 2018.
15. On May 3, 2018 the Monitor signed and filed with the Court the Monitor's Certificate (Winterburn) within which the Monitor certified, amongst other things, that the funds in relation to the sale of the Winterburn Yard had been received, and that the transaction had been completed to the satisfaction of the Monitor.

#### Expansion of the Monitor's Powers

16. As a result of the filing of the Monitor's Certificate (Camp Transaction) on May 3, 2018, the Monitor's powers were expanded effective that date in accordance with the Order of the Court dated April 20, 2018. The conservatory measures and a number of the other actions taken by the Monitor in relation to its expanded powers since May 3, 2018 are discussed below.

### **CONSERVATORY MEASURES AND OTHER ACTIONS OF THE MONITOR SINCE EXPANSION OF ITS POWERS**

#### Conservatory Measures

17. Management provided the Monitor with the relevant details in relation to all existing bank accounts maintained by the Remaining Applicants, and the Monitor has taken measures to freeze all withdrawals or close the accounts as applicable. A number of bank accounts that were used by the

Remaining Applicants were not closed by the Monitor, but instead were simply placed into a "monitor and verify" status for any outgoing transactions. The Monitor was advised that many of the Remaining Applicants' customers pay by way of electronic fund transfers, and it was decided that trying to switch payment arrangements to the Monitor's trust account was not practical for a number of reasons. The Monitor is accounting for all deposits received in all existing bank accounts and will sweep funds on account for deposit into the trust account opened by the Monitor. In addition to the above, the Monitor is working with the Remaining Applicants, and the respective banks to ensure that appropriate payments required for continued operations, payroll, insurance, post-CCAA trade creditors and otherwise are properly authorized and recorded, prior to any payments occurring.

18. The Monitor has not redirected the mail of the Remaining Applicants. Instead, the Monitor continues to work with Management and has established arrangements to pick up documents, cheques and other mail at the former head office of the Remaining Applicants, which is now home to the head office for Lodgix, the operating entity established to run the camp business by the Restructuring investor.
19. The Monitor advised the Remaining Applicants' insurer of its appointment and expanded powers and has reviewed the existing policies, made adjustments where necessary or deemed appropriate, and confirms that adequate coverage is now in place.
20. The Monitor arranged for adequate security at all of the remaining camps previously operated by the Applicants pursuant to various limited partnership agreements (discussed later in this report), as well as for security at both the Winterburn Yard and the Farm as required by the Applicants' insurer.
21. As at May 3, 2018, the Remaining Applicants' residual rolling stock, dorms and other assets (excluding formerly operating camps in remote areas, discussed later) ("**Residual Assets**"), were located primarily at either the Winterburn Yard or the Farm.
22. As noted earlier in this report, the Winterburn Yard was sold, and 2007 took possession of the site on May 1, 2018. 2007 was very cooperative with the Monitor, and allowed the Remaining Applicants, and the Monitor to remain on the premises in the short term while the logistics in relation to the Residual Assets on site were addressed. The Monitor enquired as to whether or not 2007 would be agreeable to allow a potential auction of the Residual Assets on site at some point later in the summer, and was advised that 2007 would prefer that the Residual Assets be removed and sold elsewhere. In addition, it was the Monitor's view that as 2007 continued to move its own assets onto the Winterburn Yard and started operating, additional storage concerns and related issues in

relation to the Residual Assets could arise. The Monitor determined that it would be best to move all of the Residual Assets from the Winterburn Yard to the Farm, for a number of reasons, including but not limited to the following:

- a.) The relocation of the Residual Assets to the Farm would reduce security costs, as only one location would need to be monitored;
- b.) The Monitor maintained staff on the payroll from Campcorp to complete a construction project that was in the final stages of completion, and such staff had capacity to assist in the relocation, which in turn minimized the costs of the move to the estate;
- c.) The relocation of the Residual Assets reduced the risk of any assets being inadvertently co-mingled with those of 2007's, damaged, or otherwise disappearing;
- d.) The relocation would eliminate the risk that some of 2007's assets would be accidentally removed, damaged or sold by a liquidator engaged by the Monitor to sell the Residual Assets at the Winterburn Yard. At the same time, avoiding a sale on 2007's property and moving the Residual Assets also avoids possible damage and cleanup costs to the Winterburn Yard in the future from the workers and patrons attending the sale and by heavy equipment used by purchasers to pick up assets purchased, or otherwise; and
- e.) The relocation of the Residual Assets to the Farm would increase potential liquidators' interest in submitting a proposal to have an auction sale as essentially all of the Residual Assets would then be located on one site and the Farm could be used to hold a sale (as opposed to having to move the assets to a different site, which was a concern expressed by a number of liquidators when the Monitor was supervising the Applicants as they requested proposals for the purchase / sale of a portion of the Residual Assets in March 2018).

23. In regard to the Farm, the Residual Assets onsite now consist of various pieces of rolling stock, miscellaneous equipment and approximately 100 dorms / sleeper camp units. All of the major assets at the Farm have been inventoried and photographed by the Monitor. The Farm is fenced and gated and appropriate security measures have been established. The Monitor does not plan on changing the locks on any of the surplus dorm units as this would involve changing several hundred locks at a significant cost. As at the date of drafting this report, although the majority of the Residual Assets have been moved to the Farm, there remains a few items yet to be recovered/relocated from the Winterburn Yard or otherwise. The Monitor will change the locks to the permanent buildings and the gate once it is confirmed that all assets required to be moved to

the Farm, have been relocated and that access by the retained CNC staff is no longer required.

24. In addition to the securing the Residual Assets discussed above, the Monitor attended 6 of the 7 camps previously operated by the Applicants that remain and did not form part of the sale with the Restructuring Investor. Each of the camps attended were photographed and all of the significant assets on each site were inventoried by the Monitor. Specifically, the Monitor attended the following sites:

- i) Bonnyville, Alberta
- ii) Peace River, Alberta
- iii) Wabasca, Alberta
- iv) HML Lodge, Alberta
- v) Wandering River, Alberta
- vi) Cimarron, British Columbia.

25. Only one former camp site has not yet been attended by the Monitor as at the date of this report and that camp is known as Kilometer 147 or Monais. The Monitor has been advised that there have been access issues in relation to this camp in the past that are being addressed currently by the Monitor and its counsel. The Monitor hopes to have any such issues resolved and an inspection and inventory of the assets located at the Monais camp site completed in due course.

26. In previous reports of the Monitor, the Monitor was considering continuing operations at either or both camps known in these proceedings as HML and Wabasca. In consultation with Management, the Monitor was advised that there were only 2 men in camp at Wabasca and although there were approximately 15 - 20 men in HML, there were significant repairs required to HML in order to legally continue operating. Further, the Monitor was advised that there were no contracts with customers at HML and as such, there was no guarantee that the customers currently staying in camp would continue to stay in the camp for any period of time to recover the costs of the repairs required. The Monitor discussed the matter at length with Management, reviewed the related costs to continue to operate, and decided to shut both of these camps down immediately. Management agreed with the assessment of the Monitor, and after these specific camps were shuttered, the Monitor arranged for 24 hour camp watch at each of these sites, and all utilities, internet, cable and other related expenses were reduced significantly to a minimum.

27. To assist with the attendance at the various camp sites, the inventory of the related assets and to provide an updated forced sale assessment of each of the remaining camps, the Monitor engaged Mirterra Industrial Appraisers & Auctioneers ("Mirterra"). Mirterra was previously engaged by the Applicants earlier in these CCAA proceedings to provide an appraisal of the Applicants' assets for other purposes.

Other Actions of the Monitor

28. In addition to the conservatory measures discussed above, the actions of the Monitor also include, but are not limited to the following:
- a.) Sent an updated request for proposals ("RFP") to all of the liquidators who were included in the original RFP request conducted in March 2018. A number of new additional parties were also included after expressing interest to the Monitor since the last RFP was completed. To date, the Monitor has had numerous calls from interested parties and has attended the Farm to show assets. The deadline for submission of proposals is June 22, 2018. An updated RFP process was required in light of the Monitor's decision to move all of the Residual Assets to the Farm as well as the fact that a significant number of additional assets were added to the Residual Assets by the Applicants in comparison to the assets that were subject to the original RFP;
  - b.) As previously mentioned above, the Monitor retained certain staff of the Remaining Applicants to assist with relocating assets, as well as to finish the construction and transportation of one remaining project. The Monitor also retained certain additional staff to assist with filing GST returns, to prepare and file records of employment and T4s, and to provide information required by the Monitor to address payables and receivables;
  - c.) Issued accounts receivable and work in progress invoices and collection letters, and continues to pursue collection of these funds;
  - d.) Collected the sale proceeds from the sale transactions involving the Restructuring Investor and the Winterburn Yard;
  - e.) Reviewed invoices and supporting documents and issued payments to several of the professionals who were owed fees from these CCAA proceedings;
  - f.) Continues to review accounts payables of the Remaining Applicants, and make payments to trade creditors who provided goods and or services to the Applicants post-CCAA;

- g.) Continues to work with its counsel as required to evaluate and address a number of issues in relation to the Remaining Applicants' assets and affairs, creditor enquiries and matters, priority issues and other related items;
- h.) Issued payments to CRA totalling \$685,542.93 on account of the outstanding deemed trust claims issued against CNC and Campcorp;
- i.) Issued payment to BDC in the amount of \$3,606,582.29 to repay the DIP and related interest and legal costs as calculated to May 29, 2018 (this matter will be discussed further, later in this report);
- j.) Continues to communicate with affected creditors and stakeholders as required; and
- k.) Prepared this report.

#### **ADDITION OF CANADA NORTH GROUP LP HOLDINGS LTD. TO THE CCAA PROCEEDINGS**

##### Background Information

29. 667, formerly CNG, is the 100% shareholder of Canada North Group LP Holdings Ltd. ("Holdings"), and 667 is also the 100% shareholder of 185 (formerly CNC), Campcorp, and DJ. Holdings is a limited partner in all the limited partnerships which established several of the various camps, each of which were operated under contract by 185, formerly CNC. The Monitor understands that both Paul and Shayne McCracken have resigned as directors of Holdings at present. Currently, there are six camps still in place, which were operated under the limited partnerships, and these camps, and the respective partnership interests of Holdings are as follows:

- a.) Kilometer 147 LP ("147") - (33%)
- b.) Peace River Lodge LP ("Peace") - (49.5%)
- c.) Bonnyville Lodge LP ("Bonnyville") - (49.5%)
- d.) Wandering River Lodge LP ("Wandering") - (24.75%)
- e.) HML Lodge Limited Partnership ("HML LP") - (49.5%)
- f.) Cimarron Lodge Limited Partnership ("Cimarron") - (49.5%)

30. The only other camp is located in and known as Wabasca. This camp was not operated under a limited partnership arrangement and is wholly owned by 185 on lands owned by 137.
31. Holdings made contributions to each of the limited partnerships noted above, which contributions vary to some extent between each of the partnerships; however, such contributions generally included a proportionate share of initial working capital, staffing the camps, groceries, equipment and in some cases the land on which the camp was situated.

#### Secured Creditors

32. Although further investigation is required into the various secured creditors against the limited partnerships and relevant parties, the paragraphs that follow outline the registrations noted by the Monitor and its counsel in relation to Holdings, the limited partnerships, and the general partners of the limited partnerships.
33. BDC and CWB both have security registrations against Holdings' all present and after acquired property, registered in first and second position respectively, and CWB also has a registered land charge and assignment of debt owing to 185 registered.
34. CWB has security registrations in Alberta for all present and after acquired accounts, chattel paper, securities and instruments (and proceeds thereof) against 147, Peace, Bonnyville, Wandering, and HML LP.
35. Remote Waste LP has registrations in Alberta against all present and after acquired personal property for both 147 and Peace.
36. 185 has registrations in Alberta against all present and after acquired personal property as well as land charge registrations for 147, Peace, Bonnyville, Wandering, and HML LP.
37. CWB has registrations in Alberta for all present and after acquired accounts, chattel paper, securities and instruments (and proceeds thereof) against the general partner of each of 147, Peace, Bonnyville and HML LP.
38. 185 has registrations in Alberta against all present and after acquired personal property against the general partner of each of 147, Peace, Bonnyville, Wandering and HML LP.
39. The Monitor is not aware of any security registrations against Cimarron, or its general partner.

#### General Dissolution Provisions of the Limited Partnerships

40. Subject to some differences in relation to the HML Lodge Limited Partnership agreement, all of the other limited partnership agreements generally state the following:
- a.) any limited partner may, at any time, send notice to the others that it desires to terminate the partnership;
  - b.) In the event that a dissolution notice is given by any limited partner to the others, the following provisions shall govern:
    - i) any assets that a limited partner or its affiliates or subsidiaries has leased to the partnership shall remain the property of that limited partnership or any of its affiliates or subsidiaries, and if applicable, shall be removed pursuant to the terms of the applicable lease agreement; and
    - ii) any assets that a limited partner or its affiliates or subsidiaries has contributed to the partnership shall be distributed to that limited partner or its affiliates or subsidiaries and that limited partner shall give 90 days' notice before removal of such assets;
  - c.) on dissolution of the partnership, the general partner shall act as the Receiver ("Receiver") of the partnership. If the general partner is unable or unwilling to act as Receiver, the limited partnership shall, by ordinary resolution, appoint some other appropriate person to act as Receiver. The Receiver will proceed to diligently wind down the affairs of the partnership and to distribute the net proceeds from the sale of the partnership assets in accordance with the partnership agreement;
  - d.) the Receiver shall distribute the net proceeds from the sale of the partnership assets as follows:
    - i) first, to pay the expenses of the liquidation and the creditors of the partnership;
    - ii) secondly, to provide such reserves as the Receiver considers appropriate or necessary for any contingent liability of the partnership;
    - iii) thirdly, to the limited partners, to the extent of the amount of their respective capital; and
    - iv) fourthly, to the limited partners, the balance thereof, pro rata in accordance with the number of respective units held; and
  - e.) the Receiver shall allocate net income, net loss, tax loss and taxable income to the account of

the limited partners that received distributions, then shall be divided into equal amounts per total units issued and thereafter allocated amongst the partners' accounts in accordance with the number of units held by each partner.

41. In respect to HML Lodge Limited Partnership, the governing dissolution provisions are generally the same as above, except that:
- a.) the limited partner Harrison Marine Ltd.'s ("Harrison") assets contributed remain its own, and any assets that Holdings contributed remain the property of Holdings and it shall give 90 days' notice before removal of such assets; and
  - b.) with respect to any assets that were purchased by the partnership ("Joint Assets"), either Harrison or Holdings shall have the right within 10 days of the dissolution notice to make an offer in writing to the partnership to purchase all of the Joint Assets from the partnership at a stipulated price and terms, and thereafter, there is a corporate "shotgun" type of process that commences in respect of such offer.

#### Adding Holdings to the CCAA Proceedings

42. As noted earlier, Holdings is an affiliate of 667 by virtue of its 100% shareholdings in Holdings and the Monitor understands that both Paul and Shayne McCracken have resigned as the directors of Holdings.
43. To the best of the Monitor's knowledge, the only operating camp that Holdings had an interest in over the course of the CCAA proceedings was HML as none of the other camps subject to the partnership agreements operated during the CCAA proceedings.
44. Holdings is effectively the entity within the Canada North family of companies that is party to the limited partnership agreements that legally operated the various camps. Further, Holdings is the entity within the limited partnerships that has caused 185 and other Remaining Applicants to enter into equipment leases with the limited partnership and/or to otherwise place dorms and other assets on the various lands to operate these camps.
45. Upon adding Holdings as an applicant in the CCAA proceedings, the Monitor will assume de facto control of Holdings. Thereafter, it would then be the intention of the Monitor to attempt to negotiate releases and/or sales of the Remaining Applicants' assets located on the camps, as well as favourable wind-down scenarios, with the partnerships, and their general partners and limited partners. If necessary, the Monitor may issue notices of dissolution under and pursuant to the

limited partnership agreements. This, in turn, will generally cause the following in respect of each of the limited partnerships:

- a.) the partnership will return any assets leased or contributed by Holdings, 185, and 137, as applicable;
- b.) any operating or services agreements entered into by 185 with the partnership will cease; and
- c.) the general partner, or other appointed Receiver, will wind up the affairs of the partnership and distribute the net proceeds in accordance with the provisions of each agreement (discussed above).

46. The dissolution of the limited partnerships is necessary or beneficial for a number of reasons which would include, but not limited to, the following:

- a.) the dissolution would provide for an orderly, transparent and efficient process to deal with the various camp and partnerships' affairs and remaining assets;
- b.) it may generate value for Holdings' and/or 667's creditors from the realization of the partnership assets/recovery of property from the partnerships that was leased or contributed by Holdings or 667; and
- c.) it will allow the Monitor to complete its mandate as it proceeds to finalize matters and bring these CCAA proceedings to an end.

47. Holdings is wholly owned by 667, and the Monitor being able to effect its enhanced powers over Holdings is the only manner in which it can seek to ensure the orderly wind-down of the above described camps, ensure it has the right to remove or sell assets from the camp lands, and effect the liquidation of any assets thereon, as is discussed further below.

48. Based on the above factors, the Monitor recommends that Holdings be added as an Applicant to these CCAA proceedings at this time.

#### **SALE OF CERTAIN ASSETS FROM THE BONNYVILLE CAMP**

49. On April 30, 2018, the Monitor was contacted by a representative from a prospective purchaser, and was advised that the prospective purchaser was just finalizing a transaction to acquire three 30-bed dormitories manufactured by Alta-Fab Structures Ltd. (the "Dorms") from Aurora Lodging

Inc. ("Aurora") that were located at the Bonnyville camp site (that was operated by Bonnyville as discussed earlier in this report). The representative from the prospective purchaser was concerned about the possible impact the CCAA proceedings would have on the proposed transaction, and as such contacted the Monitor to:

- a.) obtain the Monitor's confirmation that the Monitor did not take issue with the proposed sale transaction, and that the Dorms could be removed from the Bonnyville camp site without issue;
- b.) obtain the Monitor's confirmation that once the sale transaction was concluded, that the proposed purchaser would enjoy clear title to the Dorms; and
- c.) to advise the Monitor/make arrangements for the pending removal of the Dorms from the Bonnyville camp site.

- 50. The prospective purchaser provided the Monitor with a copy of the Sales Agreement dated April 13, 2018 ("Sales Agreement"), with Aurora in relation to the Dorms, which outlined the description of the Dorms being sold (on an "as is", "where is" basis) and indicated the total sale price of the Dorms was \$1,141,875.00 (including GST).
- 51. The Monitor advised the prospective purchaser that it was not aware of the transaction in question, or of any claim of property by Aurora in relation to the Dorms, and that the Dorms could not be sold or removed without further investigation and the approval of the Monitor. The Monitor requested additional information from the prospective purchaser, and deferred the matter to its counsel for further discussion and investigation.
- 52. Aurora engaged counsel shortly after April 30, 2018, after which, counsel for Aurora and the Monitor exchanged various correspondence and information in relation to the matter.
- 53. From correspondence received from Aurora and its counsel, Aurora is claiming to be the owner of the Dorms, and has further claimed that the Dorms in question (along with two additional 38 bed dorms) were leased to CNC in late July, 2013 for a lease term of 12 months, after which time, CNC continued to lease the Dorms on a month to month basis until CNC terminated the lease in February, 2015. Sometime shortly thereafter, Aurora has advised that Paul McCracken of CNC gave verbal permission to Aurora to store the Dorms at the Bonnyville camp site while Aurora attempted to sell or re-lease the Dorms elsewhere.
- 54. The Monitor has discussed this situation and Aurora's representations outlined above with Paul McCracken, who has advised the following:

- a.) The Dorms were originally used by CNC in its efforts to support the flood relief in Calgary back in 2013, and as such, the Dorms were originally shipped to Calgary in 2013 and used as accommodations for relief workers (and/or others) at the time of the flood;
  - b.) After the flood relief efforts were concluded, the Dorms were moved up to Bonnyville and set up to be used at that location as CNC anticipated work from two significant customers at the time;
  - c.) Upon arrival of the Dorms at Bonnyville, the Dorms were tied into the camp's water, sewer/lift stations, and other utilities in anticipation of their use;
  - d.) One of the customers who had approximately 100 men in the Bonnyville camp pulled its crews from the Bonnyville area, and the other customer cancelled its projects in the area several years ago when the price of oil collapsed, and the Bonnyville camp has been sitting idle (unoccupied) since that time;
  - e.) The Aurora Dorms have never been de-mobilized, and remain attached to the camps services as noted above; as such, in order to remove the units, de-mobilization will be required; and
  - f.) CNC did terminate the lease with Aurora several years ago, and an agreement was verbally made allowing Aurora to leave/store its assets at no monthly cost on the Bonnyville camp site.
55. The Monitor has discussed the Sales Agreement with its counsel, CWB and its counsel, and Ron Victor of Mirterra. Based on the discussions with these parties, and particularly with Mr. Victor, the Monitor is of the opinion that the sale price of \$1,141,875.00 for the Dorms is reasonable in the circumstances. Further, although the Aurora units have been incorporated into the Bonnyville Camp, the Monitor understands that the removal of the Dorms should not be an onerous task, and they are not essential to ensure the sale of the Bonnyville camp or the assets that will remain.
56. The Monitor, through its counsel, has advised Aurora that there are a number of potential claimants against the Bonnyville camp and the related assets, and as such, has concerns about other potential claims that could arise as against the Dorms.
57. Given all of the above factors, the Monitor has agreed to work with Aurora and the potential purchaser to complete the sale and release the Dorms. A copy of the agreement between the Monitor and Aurora is attached as Schedule "A" to this report, for ease of reference, the main conditions of the agreement are as follows:

- a.) 100% of the sale proceeds will be held in trust with counsel for the Monitor pending either an agreement among any potential claimants and the Monitor, or further order of the Court;
  - b.) The purchase price shall stand in the place and stead of any and all claims against the Dorms;
  - c.) All arrangements for removal will be made and coordinated with the Monitor and its representatives;
  - d.) The purchaser will be responsible for the cost of the removal of the Dorms; and
  - e.) Aurora and the potential purchaser agree to hold the Monitor and Bonnyville harmless in respect of any and all damage and repair work to remove the Dorms from the Bonnyville camp, including capping off any utilities or otherwise.
58. As at the time of drafting this report, the sale proceeds have not yet been received by counsel for the Monitor, and the Dorms have not been removed from the Bonnyville camp site. The Monitor has recently been advised that the purchaser has requested that the Court approve the transaction outlined in the agreement and grant an order that vests clear title of the Dorms to the purchaser on closing of the transaction.
59. The Monitor recommends the Court grant an Order which incorporates the request by the purchaser in relation to the purchase of the Dorms discussed above.

#### LEGAL FEE RESERVE REQUEST BY BDC

60. On May 24, 2018, in response to a request of the Monitor for payout information in relation to the DIP provided by the Interim Lender (BDC), the Monitor received a letter from BDC that outlined the total amount outstanding in relation to the DIP and related interest and costs, as well as outstanding legal fees. Also included in this letter was a request to the Monitor to set aside "Reserve for Future Legal Fees" (the "Reserve") in the amount of \$225,000.00 which BDC was requesting to be paid by the Monitor from funds on deposit in the Monitor's trust accounts. The Monitor understands that the purpose of the Reserve is for the continued response to CRA's appeal, and any potential further appeal to the Supreme Court of Canada, in relation to the priority of its claim for unremitted source deductions over the Administration Charge and the Interim Lender's Charge granted in the Initial Order.
61. The Monitor discussed the Reserve with its counsel, and it was the opinion of both the Monitor and

its counsel that the Reserve should not be paid to BDC without first seeking direction from the Court.

62. Over the same timeframe of the events noted above, CWB and its counsel enquired of the Monitor and its counsel as to the status of the DIP, the amount required to be paid to payout the DIP, and when it would be paid. Consequently, counsel for the Monitor discussed the matter with counsel for CWB, and was advised that CWB was opposed to any payment to BDC on account of the Reserve.
63. Counsel for the Monitor advised BDC and its counsel of CWB's opposition and of the fact that the Monitor would be seeking the direction of the Court prior to making any payment to BDC on account of the Reserve.
64. On May 28, 2018, the Monitor proceeded to pay out the balance of the amount sought by BDC in relation to the payout of the DIP (with interest calculated to May 29, 2018 to allow for delivery of the payment issued by the Monitor on May 28, 2018) along with any outstanding legal fees incurred as per the details provided, excluding the Reserve. Under the terms of the Interim Lending Agreement, BDC was entitled to have its legal fees paid by the Applicants on a full indemnity basis, and the total of such fees paid over the course of the CCAA proceedings to date is \$215,761.71.
65. Given the nature of the Reserve, and the opposition of the payment of the Reserve by CWB, the Monitor respectfully requests the Court provide direction in relation to the payment of the Reserve at this time. The Monitor advises that it takes no position in relation to the Reserve; however, the Monitor does anticipate that there should be sufficient funds held in the estate trust accounts to cover the Reserve amount at a later date should the Court approve such a payment at a future application.

#### EXTENSION OF THE STAY

66. Pursuant to the Order granted April 20, 2018, the Stay was extended to July 31, 2018. Based on information discovered and the work done by the Monitor since the expansion of its powers, the anticipated work and matters yet to be discovered, completed or resolved, and the matters noted as in progress or otherwise in this report, it is the Monitor's respectful submission that the current extension to July 31, 2018, does not provide for sufficient time to address the matters identified to date, realize on the balance of the Remaining Applicants' assets, resolve and determine the allocation of the costs of the CCAA proceedings, distribute funds to creditors, and bring these CCAA proceedings to an end.
67. It is the opinion of the Monitor that it will take until at least December 31, 2018, before most of the substantive matters in these CCAA proceedings can be resolved, and these proceedings can be

brought to an end.

68. In an effort to minimize costs and focus on addressing the matters to bring these CCAA proceedings to an end, the Monitor respectfully requests an extension of the Stay to December 31, 2018.

## OTHER MATTERS

### Receivership of Morningstar Golf Club Ltd. ("Morningstar")

69. For the Court's ease of reference, Morningstar is a golf club located in Parksville, British Columbia which is owned and controlled by 816. Although Morningstar was never an Applicant under these CCAA proceedings, pursuant to paragraph 13 of the Initial Order Morningstar was identified and included as a "Stay Party" and afforded a limited Stay. The Stay in relation to Morningstar was limited to any creditors whose claims arose as a derivative of the primary liability of any one or more of the Applicants, and any proceedings in relation to such claims were stayed and suspended pending further order of the Court.
70. Over the course of the CCAA proceedings given that Morningstar was not an applicant, the Monitor was not monitoring its affairs.
71. On May 10, 2018, the Monitor and its counsel were copied on an email from counsel for Shayne and Paul McCracken to counsel for both of the senior secured lenders of Morningstar, being Realcor Mortgage Corp. ("Realcor") who holds the first mortgage on the lands in which Morningstar operates, and CWB who holds a second mortgage against the same property. The email indicated a number of issues in relation to Morningstar, including:
- a.) The company did not have sufficient liquidity to fund the upcoming payroll due within the following week, address outstanding payables or to continue in operations, without an injection of funds, or possibly, a formal insolvency proceeding;
  - b.) The McCrackens were not able to inject the necessary cash to continue operations, and if the course is shuttered, it may limit the value of the property on resale (as restarting the course would be an expensive proposition as the greens decay, etc.);
  - c.) The McCrackens have resigned as directors of Morningstar;
  - d.) That the course would be closing without delay unless Realcor and CWB advised that they wished to proceed in a manner that kept the golf course operating as a going concern by end of day on May 11, 2018.

72. The Monitor discussed the email received above with its counsel, and corresponded with both Realcor and CWB as required. It is the Monitor's understanding that there is no surplus value or equity in Morningstar over and above the claims of Realcor and CWB, but rather it is likely that there will be insufficient value to address both Realcor's and CWB's claims.
73. Both Realcor and CWB declined to advance funds to Morningstar to support continued operations, and CWB further advised that it was not prepared to fund a receivership of Morningstar at the time.
74. Given the above factors, the Monitor advised all of the parties involved that it was not in a position to operate Morningstar, and while Morningstar is wholly owned by 816, it is not one of the Remaining Applicants and is not completely subject to the CCAA proceedings. Further, utilizing proceeds or revenues from the existing estate to subsidize a non-applicant subsidiary was not within the scope of the Monitor's authority at the time.
75. Over the weeks that followed, various correspondence was exchanged between the Monitor's counsel, and counsel for Realcor. As a result of this correspondence, a Consent Order (agreed to by the Monitor) was granted on May 31, 2018 by the Court which lifted the Stay against Morningstar to allow Realcor to take enforcement action and appoint a receiver.
76. On June 1, 2018, Realcor applied to Court for the appointment of a receiver of Morningstar, and the Court granted the relief requested.

## CONCLUSIONS

77. The Monitor advises that other than the distributions noted in this report, no further distributions are contemplated at this time.
78. The Monitor respectfully requests:
  - a. An order approving the actions of the Monitor as set out in this report;
  - b. An order adding Canada North Group LP Holdings Ltd. to these CCAA proceedings as a Remaining Applicant;
  - c. An order approving the sale of certain assets at the Bonnyville camp site that also vests clear title of the assets sold to the potential purchaser on closing of the transaction contemplated herein;

d. Directions to the Monitor in relation to the payment of the reserve for future legal fees as requested by BDC; and

e. An order extending the Stay of Proceedings to December 31, 2018.

All of which is respectfully submitted.

Dated at Edmonton, this 11<sup>th</sup> day of June, 2018.

**Ernst & Young Inc.**

In its capacity as Monitor of

667402 Alberta Ltd.; 18512398 Alberta Ltd.;

816956 Alberta Ltd.; 1371047 Alberta Ltd.; and

1919209 Alberta Ltd.

and not in its personal or corporate capacity

Per:



Matt McCulloch, CPA, CA, CIRP, Licensed Insolvency Trustee  
Senior Vice-President

# **SCHEDULE A**

JEREMY H. HOCKIN, Q.C.  
DIRECT DIAL: 780.423.8532  
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EMAIL: [jhockin@parlee.com](mailto:jhockin@parlee.com)  
OUR FILE #: 72762-2/JHH

June 1, 2018

Via Email

Duncan Craig LLP  
Barristers & Solicitors  
2800, 10060 Jasper Avenue  
Edmonton, AB T5J 3V9

Attention: D. Bieganek, Q.C.

Dear Sir:

**Re: Canada North Group Inc. et al (collectively "CNC") – CCAA Proceedings;  
Edmonton QB Action No. 1703 12327**

This will confirm our various telephone conversations and email exchanges over the past few weeks.

I confirm that I am representing Aurora Lodging Inc. ("Aurora") with respect to the matters described in this letter. I confirm that you represent Ernst & Young Inc. in its capacity as Court Appointed Monitor of CNC ("the Monitor"). Aurora is the owner of three 30-bed Dormitories manufactured by Alta-Fab Structures Ltd. The serial numbers and model numbers of the three 30-bed dormitory units are as set out in the highlighted portion of the attached invoice dated July 10, 2013 (the "Dorm Units").

Aurora has accepted an offer to purchase the Dorm Units and the Purchaser requires access to the Dorm Units for the purpose of preparing them for removal and transport. The Monitor is prepared to facilitate the removal and transport of the Dorm Units on the terms set out below:

1. Aurora will cause the purchase price for the Dorm Units to be paid to Duncan Craig LLP in trust (the "Purchase Price"). The Purchase Price will be held by Duncan Craig LLP at interest, with interest to follow principal, in accordance with the terms of this letter agreement.
2. Upon receipt of the Purchase Price, the Monitor will permit the Purchaser, Komplete Modular Solutions Ltd. ("Komplete" or "the Purchaser"), to have access to the site where the Dorm Units are presently located ("the Bonnyville Lodge Camp") and will allow the Purchaser to remove the Dorm Units from the Bonnyville Lodge Camp.

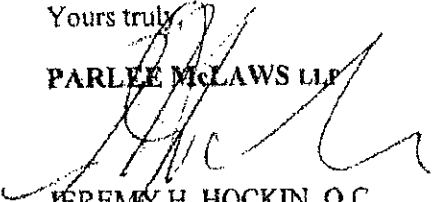
3. The Monitor shall cause photographs to be taken of the Dorm Units for the purpose of assisting the parties to determine whether or not the Dorm Units have become "improvements" or "fixtures" to the land upon which they are presently located, and for determining whether or not they have become attached to any adjacent units.
4. The Purchaser and/or its agents shall coordinate with the Monitor with respect to all arrangements for the removal of the Dorm Units.
5. The Purchaser shall be responsible for the cost of removal of the Dorm Units. The Purchaser and Aurora agree to hold the Monitor, Bonnyville Lodge Limited Partnership and 137 1047 Alberta Ltd. harmless and indemnifying each of them in respect of any and all costs, charges, expenses, damages, and repair work or hoarding needed to remove the Dorm Units from the Bonnyville Lodge Camp. The Purchaser and Aurora shall be fully responsible for capping off and closing all utility connections and enclosing any other dorms to which the Dorm Units are attached once removed to properly secure them from adverse weather conditions and shall comply with any other reasonable requirements that the Monitor, in its discretion, may request of the Purchaser and Aurora.
6. The Monitor shall use its best efforts to determine the identity of all potential claimants to the Purchase Price and the maximum amount of their potential claims and shall advise Aurora, through its counsel herein, Parlee McLaws LLP, forthwith upon determining same. In the event that the maximum amount of potential claims against the Purchase Price is less than the amount of the Purchase Price held in the trust account of Duncan Craig LLP, then the difference shall be immediately released to Aurora through its counsel.
7. The Purchase Price shall stand in the place and stead of any and all claims against the Dorm Units.
8. The Purchase Price shall not be released from the trust account of Duncan Craig LLP without the consent of Aurora and the Monitor or alternatively by Court Order.

Please signify the Monitor's acceptance of the foregoing terms by affixing your signature in the space provided below and returning a fully executed copy of this letter agreement to me.

If there are any other terms or amendments to the existing terms that you would like to propose, I would be pleased to discuss them with you at your early convenience.

Yours truly,

PARLEE McLAWS LLP

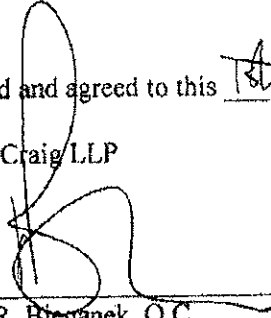
  
JEREMY H. HOCKIN, Q.C.

JHH/lkd

Accepted and agreed to this 15 day of June, 2018

Duncan Craig LLP

Per:

  
\_\_\_\_\_  
Darren R. Bieganski, Q.C.  
Solicitors and Agent for Ernst & Young Inc.  
in its capacity as Monitor of CNC

