COURT FILE NUMBER 1703 12327

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE Edmonton

JUDICIAL CENTRE OF EDMONTON
FILED
MAY 03 2018
Clerk of the Court

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 (Camp Transaction)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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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. ("**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 sale 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 and CSL.

(the Camp Property, the shares of Spall, DJ 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 Carma (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 Receiver.

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 11:35am on May ~~2~~ 3, 2018.

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

Per; ____________________

Name: Matthew McCulloch

Title: Senior Vice-President