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

Clerk of the Court

FILED
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JUDICIAL CENTRE OF EDMONTON
Clerk of the Court of Queen's Bench

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, unfiled (the "**Confidential Supplement to the Eleventh Report**"); the unfiled Replacement Schedule C to the Confidential Supplement to the 11th 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, unfiled (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, unfiled; 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 of 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	**<u>Monitor's Certificate</u>**
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. Bieganek, QC Phone: 780.441.4386 Fax: 780.428.9683 Email: dbieganek@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.