

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

**TWELFTH AFFIDAVIT OF SHAYNE
McCRACKEN**

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

AFFIDAVIT OF SHAYNE McCRACKEN

Sworn on April 11, 2018.

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

1. I am a Director and the Secretary of each of the applicants, Canada North Group Inc. ("CNGI"), Canada North Camps Inc. ("CNC"), CampCorp Structures Inc. ("Campcorp"), DJ Catering Inc. ("DJ"), 816956 Alberta Ltd. ("816"), 1371047 Alberta Ltd., ("137") and 1919209 Albert Ltd. ("191") (collectively, the "Companies") 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 Companies in the ordinary course of their business, entries in which books and records are made reasonably contemporaneously with the Companies' 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.

with the Companies' 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. CWB provided accounts receivable financing prior to the CCAA that, in part, included an account receivable with respect to Grand Rapids and with respect to CNRL.
3. CWB has asked that these two receivables and the underlying claims be assigned over to one of the companies continuing in operations following the "camp transaction" with the Nilssons, on the agreement that 50% of any net proceeds would be held for CWB.
4. Without this assignment, it is unlikely that the accounts receivable will be pursued.

Grand Rapids

5. This account receivable involves the following parties:
1371047 Alberta Ltd. ("137")
6. 137 is an applicant in these proceedings and is a real estate holding company.
7. 137 owns half of a parcel of land located near Wandering River Alberta (the "**Property**").
Wandering River Properties Ltd. ("**Wandering River**")
8. Wandering River Properties Ltd. is an Alberta corporation owned two-thirds by 137 one-third by a third party.
9. Wandering River owns half of the Property.
10. Attached hereto as Schedule "**A**" is an Alberta Corporate Registry search for Wandering River.
11. Wandering River does not have a registered secured creditors according to the Alberta PPR Search attached hereto as Schedule "**B**"
Heart Lake Canada North Group GP Ltd. ("**Heart Lake**")
12. Heart Lake is a Alberta Corporation jointly owned by CNC and Heart Lake Construction Limited Partnership.
13. Attached hereto as Schedule "**C**" is a search in the Alberta Corporation Registry of Heart Lake.
14. Heart Lake has guaranteed the indebtedness of CNC to Canadian Western Bank ("**CWB**"). Attached as Schedule "**D**" is the guarantee granted by Heart Lake in favour of CWB.
15. Attached hereto as Schedule "**E**" is an Alberta personal property search of Heart Lake dated April 11, 2018.

The Contracts

16. 137 and Wandering River entered into a lease agreement with respect to the Property with Grand Rapids Limited Partnership ("**GR**") (the "**Lease**").

17. The Lease agreement provided certain reclamation obligations for GR.
18. 137 and Wandering River engaged CNC to conduct the reclamation.
19. Heart Lake entered into a services agreement with GP for the provision of camp services on the Property (the “**Services Contract**”).
20. The Services Contract provided certain demobilization obligations for GR.
21. Heart Lake engaged CNC to conduct the demobilization.
22. All reclamation and demobilization conducted under the Lease and Services Contract that has been completed to date has been completed by CNC or its subcontractors and CNC has not been paid by anyone for that work.

The Action

23. 137, Wandering River and Heart Lake commenced an action in the Alberta Court of Queen's Bench as Action No. 1701 - 16910 against Grand Rapids Limited Partnership, Grand Rapids Pipeline Limited Partnership by its General Partner Grand Rapids Pipeline GP Ltd., Transcanada Pipelines Ltd., as well as other defendants (the “**Grand Rapids Action**”) in respect of the reclamation obligations under the Lease and the demobilization obligations under the Services Contract.
24. Attached hereto as Exhibit “F” is a copy of the statement of claim filed in the Grand Rapids Action (the “**SOC**”).
25. The SOC has been filed but has not been served.

CNRL Claim

26. Campcorp provided services and materials to CNRL with respect to its North Kirby Camp and Wooden House Camps (the “**CNRL Work**”).
27. CNRL has failed to pay certain amounts with respect to the CNRL Work to Campcorp.
28. Accordingly, Campcorp has not released its interest in or title to certain property with respect to the CNRL Work and has a claim against CNRL (the “**CNRL Claim**”).
29. I swear this Affidavit in support of an Order”
 - (a) assigning the rights of the Plaintiffs in the SOC to DJ; and

- (b) amend the Letter of Intent approved by the Order of the Honourable Justice S.D. Hillier dated March 20, 2018 to provide that the CNRL Claim shall remain with Campcorp.

SWORN BEFORE ME at the City of
Edmonton, Alberta, this 11th day of April,
2018.


Commissioner for Oaths in and for the
Province of Alberta

Spencer D. Norris
Barrister and Solicitor



SHAYNE McCracken

TAB A

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/04/11

Time of Search: 01:07 PM

Search provided by: MILLER THOMSON LLP- EDMONTON

This is Exhibit " A " referred to in the Affidavit of

Service Request Number: 28812996

Customer Reference Number: 230560.1 SDN

Shayne M. Cracken
Sworn before me this 11th day
of April A.D., 2018

Spencer D. Norris
A Commissioner for Oaths in and for
the Province of Alberta

Corporate Access Number: 2018303756

Legal Entity Name: WANDERING RIVER PROPERTIES LTD. Spencer D. Norris
Barrister and Solicitor

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2014/06/20 YYYY/MM/DD

Registered Office:

Street: 2900, 10180 - 101 STREET

City: EDMONTON

Province: ALBERTA

Postal Code: T5J 3V5

Records Address:

Street: 3039 BEIL AVENUE, NW

City: CALGARY

Province: ALBERTA

Postal Code: T2L 1K6

Directors:

Last Name: HARRISON

First Name: PHILIP

Street/Box Number: 3039 BEIL AVE NW

City: CALGARY

Province: ALBERTA

Postal Code: T2L 1K6
Last Name: MCCRACKEN
First Name: SHAYNE
Street/Box Number: 14238 134 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 5V8

Last Name: MCCRACKEN
First Name: PAUL
Street/Box Number: 14238 134 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 5V8

Voting Shareholders:

Legal Entity Name: 1371047 ALBERTA LTD.
Corporate Access Number: 2013710476
Street: 14238 134 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 5V8
Percent Of Voting Shares: 66.6

Last Name: HARRISON
First Name: PHILIP
Middle Name: JOHN
Street: 3039 BEIL AVE NW
City: CALGARY
Province: ALBERTA
Postal Code: T2L 1K6
Percent Of Voting Shares: 33.3

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC SCHEDULE
Share Transfers Restrictions: SEE ELECTRONIC SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC SCHEDULE

Holding Shares In:

Legal Entity Name
WANDERING RIVER LODGE GP LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2017	2017/07/31

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2014/06/20	Incorporate Alberta Corporation
2014/09/16	Change Address
2014/09/17	Service Provider Correct Legal Entity
2017/02/24	Change Director / Shareholder
2017/07/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2014/06/20
Restrictions on Share Transfers	ELECTRONIC	2014/06/20
Other Rules or Provisions	ELECTRONIC	2014/06/20

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



TAB B

Search ID#: Z10146013

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 230560.1 SW

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

This is Exhibit " B " referred to in the
Affidavit of

Shayne McCracken

Sworn before me this 11th day

of April A.D., 20 18

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

Inexact Result(s) Only Found Spencer D. Norris
Barrister and Solicitor

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 13021515138

Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Feb-15

Registration Status: Current

Expiry Date: 2019-Feb-15 23:59:59

Inexact Match on: Debtor

No: 2

Amendments to Registration

15012020317	Renewal	2015-Jan-20
15112531427	Amendment	2015-Nov-25
17020605878	Renewal	2017-Feb-06

Debtor(s)**Block****Status**

1	NORTHPORT INDUSTRIAL PARK INC. 316, 5065 31 AVENUE EDMONTON, AB T6L 6S5	Current
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Block**Status**

2	WANDERING RIVER DEVELOPMENTS INC. 316, 5065 31 AVENUE EDMONTON, AB T6L 6S5	Current
---	--	---------

Block**Status**

3	HEARTLAND INDUSTRIAL PARK INC. 316, 5065 31 AVENUE EDMONTON, AB T6L 6S5	Current
---	---	---------

Block**Status**

4	NATURAL PROPERTIES INCORPORATED 316, 5065 31 AVENUE EDMONTON, AB T6L 6S5	Current
---	--	---------

Secured Party / Parties

Block

1 WESTPOINT CAPITAL CORPORATION
4636 CALGARY TRAIL
EDMONTON, AB T6H 6A1

Status

Deleted by
15112531427

Block

2 BTB MORTGAGE INVESTMENT CORPORATION
#201, 7104 109 STREET
EDMONTON, AB T6G 1B8

Status

Current

Block

3 WESTPOINT CAPITAL CORPORATION
#201, 1230-91 STREET SW
EDMONTON, AB T6X 0P2

Status

Current by
15112531427

Collateral: General

Block

Description

1 Accounts, Accounts Receivable, Chattel Paper, Documents of Title, Equipment, Instruments, Inventory, Intangibles, Money, Proceeds, Shares and Security and any and all other present and after-acquired personal property of any kind or nature whatsoever and wheresoever located, of the Debtor and all Proceeds thereof.

Status

Current

Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 16070433183

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2016-Jul-04

Registration Status: Current

Expiry Date: 2018-Jul-04 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1303 05775

Judgment Date is 2016-Jun-30

This Writ was issued on 2016-Jul-04

Type of Judgment is Other

Original Judgment Amount: \$5,506,192.36

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$5,506,192.36

Inexact Match on: Debtor

No: 2

Solicitor / Agent

BRYAN & COMPANY LLP, ATTENTION: KEVIN P. CHAPOTELLE
2600 MANULIFE PLACE, 10180-101 STREET
EDMONTON, AB T5J 3Y2

Phone #: 780 423 5730

Fax #: 780 428 6324

Reference #: 26105-95

Debtor(s)

Block

1 JAHN, HAROLD
316, 5065-31 AVENUE NW
EDMONTON, AB T6L 6S5

Gender:
Unknown

Status

Current

Block

2

Status

Current

Search ID#: Z10146013

WANDERING RIVER DEVELOPMENTS INC.
316, 5065-31 AVENUE NW
EDMONTON, AB T6L 6S5

Block

Status

3 HEARTLAND INDUSTRIAL PARK INC.
316, 5065-31 AVENUE NW
EDMONTON, AB T6L 6S5

Current

Block

Status

4 NATURAL PROPERTIES INCORPORATED
316, 5065-31 AVENUE NW
EDMONTON, AB T6L 6S5

Current

Block

Status

5 NORTHPORT INDUSTRIAL PARK INC.
316, 5065-31 AVENUE NW
EDMONTON, AB T6L 6S5

Current

Creditor(s)

Block

Status

1 WESTPOINT CAPITAL CORPORATION
#201, 1230-91 STREET SW
EDMONTON, AB T6X 0P2

Current

Block

Status

2 BTB MORTGAGE INVESTMENT CORPORATION
#411, 9218 ELLERSLIE ROAD SW
EDMONTON, AB T6X 0K6

Current

Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 16090118013

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2016-Sep-01

Registration Status: Current

Expiry Date: 2018-Sep-01 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1503 15069

Judgment Date is 2016-Aug-30

This Writ was issued on 2016-Aug-31

Type of Judgment is Other

Original Judgment Amount: \$3,130,438.26

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$3,130,438.26

Inexact Match on: Debtor

No: 5

Solicitor / Agent

ENGELKING WOOD
#403, 9426-51 AVENUE
EDMONTON, AB T6E 5A6

Phone #: 780 434 7787

Fax #: 780 434 7424

Reference #: 47674/MLE

Debtor(s)

Block

1 JAHN, HAROLD
2108, 11020-53 AVENUE
EDMONTON, AB T6H 0S4

Status

Current

Gender:
Male

Block

2

Status

Current

Search ID#: Z10146013

PACIFICA DEEP SEA TERMINALS INCORPORATED
209, 10836-24 STREET SE
CALGARY, AB T2Z 4C9

Alias of Block:
0001

Block

3 HEARTLAND INDUSTRIAL PARK INC.
209, 10836-24 STREET SE
CALGARY, AB T2Z 4C9

Status

Current

Alias of Block:
0001

Block

4 ENRICH ENERGY INC.
2108, 11020-53 AVENUE
EDMONTON, AB T6H 0S4

Status

Current

Alias of Block:
0001

Block

5 WANDERING RIVER DEVELOPMENTS INC.
209, 10836-24 STREET SE
EDMONTON, AB T2Z 4C9

Status

Current

Alias of Block:
0001

Creditor(s)

Block

1 CHA, SANG-POK
C/O 155 OSLAND DRIVE
EDMONTON, AB T6R 2A1

Status

Current

Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 17032937499

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Mar-29

Registration Status: Current

Expiry Date: 2022-Mar-29 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block

Status

1	WANDERING RIVER LODGE LP 14238 134 AVENUE NW EDMONTON, AB T5L 5V8	Current
---	---	---------

Block

Status

2	WANDERING RIVER LODGE GP LTD. 14238 134 AVENUE NW EDMONTON, AB T5L 5V8	Current
---	--	---------

Secured Party / Parties

Block

Status

1	CANADA NORTH CAMPS INC. 14238 134 AVENUE NW EDMONTON, AB T5L 5V8	Current
---	--	---------

Collateral: General

Block

Description

Status

1	All present and after-acquired personal property and proceeds.	Current
---	--	---------

Search ID#: Z10146013

- | | | |
|---|--|---------|
| 2 | PROCEEDS: All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of. | Current |
|---|--|---------|

Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 17032937702

Registration Type: LAND CHARGE

Registration Date: 2017-Mar-29

Registration Status: Current

Registration Term: Infinity

Inexact Match on: Debtor

No: 1

Inexact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 WANDERING RIVER LODGE LP
14238 134 AVENUE NW
EDMONTON, AB T5L 5V8

Current

Block

Status

2 WANDERING RIVER LODGE GP LTD.
14238 134 AVENUE NW
EDMONTON, AB T5L 5V8

Current

Secured Party / Parties

Block

Status

1 CANADA NORTH CAMPS INC.
14238 134 AVENUE NW
EDMONTON, AB T5L 5V8

Current

Search ID#: Z10146013

Business Debtor Search For:

WANDERING RIVER PROPERTIES LTD.

Search ID #: Z10146013

Date of Search: 2018-Apr-11

Time of Search: 11:02:58

Registration Number: 18032225602

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-22

Registration Status: Current

Expiry Date: 2022-Mar-22 23:59:59

Inexact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 1692686 ALBERTA LTD.
PO BOX 68
WANDERING RIVER, AB T0A3M0

Current

Block

Status

2 WANDERING RIVER HUSKY
PO BOX 68
WANDERING RIVER, AB T0A3M0

Current

Block

Status

3 KIM, HELLY
PO BOX 125
WANDERING RIVER, AB T0A3M0

Current

Birth Date:
1983-May-28

Secured Party / Parties

Block

Status

1 MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
2680 MATHESON BLVD. E. STE 500
MISSISSAUGA, ON L4W0A5

Current

Block

Status

2 MERCEDES-BENZ FINANCIAL
2680 MATHESON BLVD. E. STE 500
MISSISSAUGA, ON L4W0A5

Current

Search ID#: Z10146013

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	4JGDA5GB4JB044670	2018	MERCEDES-BENZ GLE400 4M	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All attachments, accessories, additions, alterations, replacements %26amp; repairs (whether present or future) to the vehicle collateral. Proceeds: All cash and non-cash proceeds of the vehicle collateral including without limitation proceeds derived directly or indirectly from any dealing with the vehicle collateral or that indemnifies or compensates the debtor(s) for the destruction or damage to or loss of the vehicle collateral. The proceeds may take the form of any one or more of the following: Goods, documents of title, chattel paper, instruments, money, securities or intangibles. Accordingly, any of the debtor(s)' after-acquired personal property may be proceeds and therefore subject to the secured party's security interest.	Current

Result Complete

TAB C

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/04/11
Time of Search: 01:08 PM
Search provided by: MILLER THOMSON LLP- EDMONTON

Service Request Number: 28813007
Customer Reference Number: 230560.1 SDN

Corporate Access Number: 2017492360

Legal Entity Name: HEART LAKE CANADA NORTH GROUP GP LTD.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2013/05/16 YYYY/MM/DD

Registered Office:

Street: 2900-10180 101 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3V5

Records Address:

Street: 2900-10180 101 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3V5

Directors:

Last Name: LAMBERT
First Name: SHEILA
Street/Box Number: P.O. BOX 447
City: LAC LA BICHE
Province: ALBERTA

This is Exhibit "C" referred to in the
Affidavit of

Shayne McCracken

Sworn before me this 11th day

of April A.D., 2018

Spencer D. Norris

A Commissioner for Oaths in and for
the Province of Alberta

Spencer D. Norris
Barrister and Solicitor

Postal Code: T0A 2C0

Last Name: MCCRACKEN

First Name: SHAYNE

Street/Box Number: 16903 129 AVE

City: EDMONTON

Province: ALBERTA

Postal Code: T5V 1L2

Last Name: MCCRACKEN

First Name: TRAVIS

Street/Box Number: 16903 129 AVE

City: EDMONTON

Province: ALBERTA

Postal Code: T5V 1L2

Last Name: MCCRACKEN

First Name: PAUL

Street/Box Number: 16903 129 AVE

City: EDMONTON

Province: ALBERTA

Postal Code: T5V 1L2

Last Name: MONIAS

First Name: CURTIS

Street/Box Number: P.O. BOX 447

City: LAC LA BICHE

Province: ALBERTA

Postal Code: T0A 2C0

Last Name: MONIAS

First Name: MORRIS

Street/Box Number: P.O. BOX 447

City: LAC LA BICHE

Province: ALBERTA

Postal Code: T0A 2C0

Voting Shareholders:

Legal Entity Name: CANADA NORTH CAMPS INC.

Corporate Access Number: 2018512398
Street: 16903 129 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5V 1L2
Percent Of Voting Shares: 51

Last Name: HEART LAKE CONSTRUCTION LIMITED PARTNERSHIP
Street: 16903 129 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5V 1L2
Percent Of Voting Shares: 49

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT
Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC ATTACHMENT

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
HEART LAKE CNC LIMITED PARTNERSHIP	LP17520305
HEART LAKE CSL LIMITED PARTNERSHIP	LP17520289

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
-----------	-------------------------

2017 2017/05/05

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2013/05/16	Incorporate Alberta Corporation
2017/05/05	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2017/12/08	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2013/05/16
Restrictions on Share Transfers	ELECTRONIC	2013/05/16
Other Rules or Provisions	ELECTRONIC	2013/05/16

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



TAB D

This is Exhibit " D " referred to in the
Affidavit of

Shayne McCracken

Sworn before me this 11th day

of April A.D., 2018

[Signature]

A Commissioner for Oaths in and for
the Province of Alberta

Spencer D. Norris
Barrister and Solicitor



FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of CANADA NORTH CAMPS INC.

_____ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.
2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.
4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.
8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at EDMONTON, Alberta this 11 day of April, 2014.

(corporate seal(s) if corporate guarantor)

HEART LAKE CANADA NORTH GROUP GP LTD.

Affix
Seal

Witness:

(corporate seal(s) if corporate guarantor)

HEART LAKE CNC LIMITED PARTNERSHIP

Affix
Seal

Witness:



CANADIAN WESTERN BANK

Form 1008 (11/01)

CERTIFIED COPY OF RESOLUTION FOR GUARANTEE

RESOLUTION OF: HEART LAKE CANADA NORTH GROUP GP LTD. (the "Corporation")

RE: CORPORATE GUARANTEE

RESOLVED THAT:

1. The Corporation guarantees the indebtedness of CANADA NORTH CAMPS INC.
(the "Customer") in the unlimited amount in favor of the Canadian Western Bank
(the "Bank").
2. The President and the Secretary or either of them are hereby authorized for and on behalf of the Corporation to execute and deliver to the Bank under the corporate seal of the Corporation the following:
 - a) Hypothecation and pledge of any and all debts and liabilities, present and future, of the Customer to the Corporation, all of which are hereby assigned by the Corporation to the Bank and
 - b) A Corporate Guarantee of the indebtedness of the Customer in favor of the Bank.
 - c) Such further security instruments, assurances and supporting documents as may be deemed necessary or advisable by the Bank or its solicitors.

CERTIFICATE

The undersigned Secretary of the Corporation hereby certifies that the foregoing Resolution was passed at a meeting or signed by all of the Directors of the Corporation on or as of the 11 day of April, 2014, and is in full force and effect unamended.

(Corporate Seal)

Per: 

Secretary



CANADIAN WESTERN BANK

Form 1006 (11/01)

CERTIFIED COPY OF RESOLUTION FOR GUARANTEE

RESOLUTION OF: HEART LAKE CNC LIMITED PARTNERSHIP (the "Corporation")

RE: CORPORATE GUARANTEE

RESOLVED THAT:

1. The Corporation guarantees the indebtedness of CANADA NORTH CAMPS INC.
(the "Customer") in the unlimited amount in favor of the Canadian Western Bank
(the "Bank").
2. The President and the Secretary or either of them are hereby authorized for and on behalf of the Corporation to execute and deliver to the Bank under the corporate seal of the Corporation the following:
 - a) Hypothecation and pledge of any and all debts and liabilities, present and future, of the Customer to the Corporation, all of which are hereby assigned by the Corporation to the Bank and
 - b) A Corporate Guarantee of the indebtedness of the Customer in favor of the Bank.
 - c) Such further security instruments, assurances and supporting documents as may be deemed necessary or advisable by the Bank or its solicitors.

CERTIFICATE

The undersigned Secretary of the Corporation hereby certifies that the foregoing Resolution was passed at a meeting or signed by all of the Directors of the Corporation on or as of the 11 day of April, 2014, and is in full force and effect unamended.

(Corporate Seal)

Per: _____


Secretary



GENERAL ASSIGNMENT OF DEBTS

1. For value received the undersigned HEART LAKE CNC LIMITED PARTNERSHIP of 14238 - 134 AVENUE, EDMONTON, AB T5L 5V8 hereby assigns and transfers to CANADIAN WESTERN BANK ("Bank") all accounts, debts, claims, monies, demands and choses in action (collectively the "Debts"), whether now due or owing or accruing due to or vested in or which hereafter become due or owing or accruing due to or vested in the undersigned and all securities, securities account, security entitlements, bills, notes, contracts, mortgages, other instruments, insurance claims and judgments now or hereafter taken, held by or vested in the undersigned or anyone on behalf of the undersigned in respect of or as security for any of the Debts (collectively the "Securities") together with all books and papers relating to or being records of the Debts or by which the Debts are or may hereafter be evidenced, acknowledged or made payable (collectively the "Records").
2. This assignment shall constitute a general and continuing collateral security to the Bank for the payment of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of the undersigned to the Bank whether arising from agreement or dealings between the Bank and the undersigned or from agreement or dealings with any third person by which the Bank now is or hereafter may become a creditor of the undersigned or however otherwise arising and whether the undersigned be bound alone or with another or others and whether as principal or surety or guarantor.
3. All monies collected or received by the undersigned in respect of the Debts shall be received as trustee for and be promptly paid over to the Bank.
4. The Bank may at any time without notice to the undersigned or regard to the state of accounts between it and the undersigned, collect, demand, sue for, enforce, recover and receive the Debts and give valid and binding receipts and discharges therefor and in respect thereof and may realize, sell by public or private sale or otherwise dispose of or deal with the Debts, Securities and Records or any of them, provided that the Bank shall not be liable or accountable for failure to do anything it is by this assignment entitled to do and that it shall not be bound to institute proceedings for the purpose of preserving any right of the Bank, the undersigned or any other person, firm or corporation in respect of the Debts, the Securities, the Records or any of them.
5. The undersigned shall pay to the Bank on demand (in addition to all other debts and liabilities of the undersigned to the Bank) all costs, charges and expenses (including, without limitation, lawyer's fees as between a solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this assignment, together with interest thereon, both before and after demand, default and judgment, calculated from the date for payment by the Bank of each such cost, charge and expense until payment by the undersigned hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes hereunder.
6. The Bank may compound, compromise, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the undersigned, with debtors of the undersigned, sureties and others, and with the Debts and Securities and other securities as the Bank may see fit without prejudice to the indebtedness or liability of the undersigned to the Bank or to the right the Bank has to hold and realize upon this assignment.
7. All monies collected or received by the Bank in respect of the Debts may be applied on account of such parts of the indebtedness and liability of the undersigned as to the Bank seems best or may at the discretion of the Bank be released to the undersigned, all without prejudice to the Bank's claims upon the undersigned.
8. The undersigned warrants that none of the Debts or Securities has been assigned, pledged or encumbered to or in favor of any other person, firm or corporation and covenants and agrees with the Bank not to assign, pledge or encumber any of the Debts or Securities or any rights therein, so long as this assignment remains in force, without the written consent of the Bank. The undersigned also warrants that all taxes, levies or fees imposed upon or in respect of any dealings with goods from the sales of which any of the Debts may have arisen or may hereafter arise, have been or will be fully paid and satisfied by the undersigned.

9. When requested by the Bank so to do, the undersigned shall promptly provide and deliver to the Bank in writing all information relating to the Debts including, without limitation, a list of all debtors of the undersigned with the amounts owing by each and the Securities therefor, and the Bank shall be entitled from time to time to inspect the Securities and Records or to take temporary custody thereof and for such purposes shall have access to all premises occupied by the undersigned.

10. When requested by the Bank so to do, the undersigned shall promptly do, make and execute such further assignments, transfers, deeds, financing statements, control agreements or other documents, acts, matters and things as may by the Bank be required with respect to the Debts and Securities or any part thereof or to give effect to this assignment, and the undersigned does hereby irrevocably constitute and appoint the manager or acting manager of the office of the Bank at which any account of the undersigned is being carried as the true and lawful attorney of the undersigned, with full power of substitution and with the right to use the name of the undersigned whenever and wherever it may be deemed necessary or expedient, to do, make and execute all such assignments, transfers, deeds, financing statements, control agreements, documents, acts, matters and things as the undersigned has by these presents agreed to do, make and execute or as may be required to give effect to these presents or in the exercise of the powers on the Bank hereby conferred. The undersigned waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification filed or issued at any time.

11. This Assignment is given in addition to and not in substitution for any other assignment or other security heretofore given to and still held by the Bank and is taken by the Bank as additional security for the fulfillment of the aforesaid indebtedness, liabilities and obligations of the undersigned to the Bank and shall not operate as a merger of any simple contract debt or in any way suspend the fulfillment of, or prejudice or affect the rights, remedies and powers of the Bank in respect of the said indebtedness, liabilities or obligations or any securities now or hereafter held by the Bank for the fulfillment thereof.

12. If more than one undersigned executes this assignment the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the undersigned shall include the undersigned and each and every one of them severally and this assignment and all covenants and agreements herein contained shall be deemed to be joint and several and shall extend to any business carried on by the undersigned.

13. The provisions of this assignment shall enure to the benefit of the successors and assigns of the Bank and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF the undersigned has executed this assignment this 11 day of April 2014.

HEART LAKE CNC LIMITED PARTNERSHIP



GENERAL ASSIGNMENT OF DEBTS

1. For value received the undersigned HEART LAKE CANADA NORTH GROUP GP LTD. of 14238 - 134 AVENUE, EDMONTON, AB T5L 5V8 hereby assigns and transfers to CANADIAN WESTERN BANK ("Bank") all accounts, debts, claims, monies, demands and choses in action (collectively the "Debts"), whether now due or owing or accruing due to or vested in or which hereafter become due or owing or accruing due to or vested in the undersigned and all securities, securities account, security entitlements, bills, notes, contracts, mortgages, other instruments, insurance claims and judgments now or hereafter taken, held by or vested in the undersigned or anyone on behalf of the undersigned in respect of or as security for any of the Debts (collectively the "Securities") together with all books and papers relating to or being records of the Debts or by which the Debts are or may hereafter be evidenced, acknowledged or made payable (collectively the "Records").
2. This assignment shall constitute a general and continuing collateral security to the Bank for the payment of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of the undersigned to the Bank whether arising from agreement or dealings between the Bank and the undersigned or from agreement or dealings with any third person by which the Bank now is or hereafter may become a creditor of the undersigned or however otherwise arising and whether the undersigned be bound alone or with another or others and whether as principal or surety or guarantor.
3. All monies collected or received by the undersigned in respect of the Debts shall be received as trustee for and be promptly paid over to the Bank.
4. The Bank may at any time without notice to the undersigned or regard to the state of accounts between it and the undersigned, collect, demand, sue for, enforce, recover and receive the Debts and give valid and binding receipts and discharges therefor and in respect thereof and may realize, sell by public or private sale or otherwise dispose of or deal with the Debts, Securities and Records or any of them, provided that the Bank shall not be liable or accountable for failure to do anything it is by this assignment entitled to do and that it shall not be bound to institute proceedings for the purpose of preserving any right of the Bank, the undersigned or any other person, firm or corporation in respect of the Debts, the Securities, the Records or any of them.
5. The undersigned shall pay to the Bank on demand (in addition to all other debts and liabilities of the undersigned to the Bank) all costs, charges and expenses (including, without limitation, lawyer's fees as between a solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this assignment, together with interest thereon, both before and after demand, default and judgment, calculated from the date for payment by the Bank of each such cost, charge and expense until payment by the undersigned hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes hereunder.
6. The Bank may compound, compromise, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the undersigned, with debtors of the undersigned, sureties and others, and with the Debts and Securities and other securities as the Bank may see fit without prejudice to the indebtedness or liability of the undersigned to the Bank or to the right the Bank has to hold and realize upon this assignment.
7. All monies collected or received by the Bank in respect of the Debts may be applied on account of such parts of the indebtedness and liability of the undersigned as to the Bank seems best or may at the discretion of the Bank be released to the undersigned, all without prejudice to the Bank's claims upon the undersigned.
8. The undersigned warrants that none of the Debts or Securities has been assigned, pledged or encumbered to or in favor of any other person, firm or corporation and covenants and agrees with the Bank not to assign, pledge or encumber any of the Debts or Securities or any rights therein, so long as this assignment remains in force, without the written consent of the Bank. The undersigned also warrants that all taxes, levies or fees imposed upon or in respect of any dealings with goods from the sales of which any of the Debts may have arisen or may hereafter arise, have been or will be fully paid and satisfied by the undersigned.

9. When requested by the Bank so to do, the undersigned shall promptly provide and deliver to the Bank in writing all information relating to the Debts including, without limitation, a list of all debtors of the undersigned with the amounts owing by each and the Securities therefor, and the Bank shall be entitled from time to time to inspect the Securities and Records or to take temporary custody thereof and for such purposes shall have access to all premises occupied by the undersigned.

10. When requested by the Bank so to do, the undersigned shall promptly do, make and execute such further assignments, transfers, deeds, financing statements, control agreements or other documents, acts, matters and things as may by the Bank be required with respect to the Debts and Securities or any part thereof or to give effect to this assignment, and the undersigned does hereby irrevocably constitute and appoint the manager or acting manager of the office of the Bank at which any account of the undersigned is being carried as the true and lawful attorney of the undersigned, with full power of substitution and with the right to use the name of the undersigned whenever and wherever it may be deemed necessary or expedient, to do, make and execute all such assignments, transfers, deeds, financing statements, control agreements, documents, acts, matters and things as the undersigned has by these presents agreed to do, make and execute or as may be required to give effect to these presents or in the exercise of the powers on the Bank hereby conferred. The undersigned waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification filed or issued at any time.

11. This Assignment is given in addition to and not in substitution for any other assignment or other security heretofore given to and still held by the Bank and is taken by the Bank as additional security for the fulfillment of the aforesaid indebtedness, liabilities and obligations of the undersigned to the Bank and shall not operate as a merger of any simple contract debt or in any way suspend the fulfillment of, or prejudice or affect the rights, remedies and powers of the Bank in respect of the said indebtedness, liabilities or obligations or any securities now or hereafter held by the Bank for the fulfillment thereof.

12. If more than one undersigned executes this assignment the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the undersigned shall include the undersigned and each and every one of them severally and this assignment and all covenants and agreements herein contained shall be deemed to be joint and several and shall extend to any business carried on by the undersigned.

13. The provisions of this assignment shall enure to the benefit of the successors and assigns of the Bank and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF the undersigned has executed this assignment this 11 day of April, 2014

HEART LAKE CANADA NORTH GROUP GP LTD.



TAB E

Search ID#: Z10146055

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 230560.1 SW

Search ID #: Z10146055

Date of Search: 2018-Apr-11

Time of Search: 11:07:33

Business Debtor Search For:

HEART LAKE CANADA NORTH GROUP GP LTD.

This is Exhibit " E " referred to in the
Affidavit of

Shayne McCracken

Sworn before me this 11th day

of April A.D., 2018

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

Both Exact and Inexact Result(s) Found Spencer D. Norris
Barrister and Solicitor

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10146055

Business Debtor Search For:

HEART LAKE CANADA NORTH GROUP GP LTD.

Search ID #: Z10146055

Date of Search: 2018-Apr-11

Time of Search: 11:07:33

Registration Number: 14042229825

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Apr-22

Registration Status: Current

Expiry Date: 2019-Apr-22 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

14120303603

Amendment

2014-Dec-03

Debtor(s)

Block

1 HEART LAKE CANADA NORTH GROUP GP LTD.
14238 134 AVENUE NW
EDMONTON, AB T5L 5V8

Status

Current

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
11350 JASPER AVENUE
EDMONTON, AB T5K0L8

Status

Deleted by
14120303603

Phone #: 780 424 4846

Fax #: 780 424 0584

Block

2 CANADIAN WESTERN BANK
100, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3

Status

Current by
14120303603

Phone #: 780 424 4846

Fax #: 780 424 0584

Collateral: General

Block

Description

Status

Search ID#: Z10146055

1	ALL PRESENT AND AFTER ACQUIRED ACCOUNTS, CHATTEL PAPER, SECURITIES AND INSTRUMENTS AND ALL RECORDS THEREOF. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current
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Search ID#: Z10146055

Business Debtor Search For:

HEART LAKE CANADA NORTH GROUP GP LTD.

Search ID #: Z10146055

Date of Search: 2018-Apr-11

Time of Search: 11:07:33

Registration Number: 16120108810

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2016-Dec-01

Registration Status: Current

Expiry Date: 2018-Dec-01 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 1603 19154

Judgment Date is 2016-Nov-25

This Writ was issued on 2016-Nov-25

Type of Judgment is Other

Original Judgment Amount: \$115,053.41

Costs Are: \$1,025.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$116,078.41

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 4

Inexact Match on: Debtor No: 5

Inexact Match on: Debtor No: 6

Solicitor / Agent

ATTN: C VINCENT KURATA, MCCUAIG DESROCHERS LLP
2401, 10088-102 AVENUE
EDMONTON, AB T5J 2Z1

Phone #: 780 426 4660

Fax #: 780 426 0982

Debtor(s)

Block

1 HEART LAKE CANADA NORTH GROUP GP LTD.
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Search ID#: Z10146055

Block

2 HEART LAKE CNC LIMITED PARTNERSHIP
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Block

3 HEART LAKE CSL LIMITED PARTNERSHIP
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Block

4 HEART LAKE CANADA NORTH GROUP
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Block

5 HEART LAKE CANADA NORTH GROUP
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Block

6 HEART LAKE CANADA NORTH GROUP
14238-134 AVE NW
EDMONTON, AB T5L 5V8

Status

Current

Creditor(s)

Block

1 GARDA CANADA SECURITY CORPORATION
10366-172 STREET NW
EDMONTON, AB T5S 1G9

Status

Current

Particulars

Block

Additional Information

Status

1 Heart Lake Canada North Group CP Ltd. carrying on business as Heart Lake Canada North Group
Heart Lake CNC Limited Partnership carrying on business as Heart Lake Canada North Group
Heart Lake CSL Limited Partnership carrying on business as Heart Lake Canada North Group

Current

Search ID#: Z10146055

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

Reg. #

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 1885
LAC LA BICHE, AB T0A 2C0

05042635390

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 1885
LAC LA BICHE, AB T0A 2C0

07042531934

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 1885
LAC LA BICHE, AB T0A 2C0

09113026738

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 2228
LAC LA BICHE, AB T0A 2C0

13100309342

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 2228
LAC LA BICHE, AB T0A 2C0

13100309513

SECURITY AGREEMENT

Search ID#: Z10146055

Debtor Name / Address

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 2228
LAC LA BICHE, AB T0A 2C0

Reg. #

14090232606

SECURITY AGREEMENT

Debtor Name / Address

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 2228
LAC LA BICHE, AB T0A 2C0

Reg. #

14091130820

SECURITY AGREEMENT

Debtor Name / Address

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
PO BOX 2228
LAC LA BICHE, AB T0A 2C0

Reg. #

14092509667

SECURITY AGREEMENT

Debtor Name / Address

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
BOX 2228
LAC LA BICHE, AB T0A 2C0

Reg. #

14112113676

SECURITY AGREEMENT

Debtor Name / Address

HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
PO BOX 2228
LAC LA BICHE, AB T0A 2C0

Reg. #

14122210396

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

14122210447

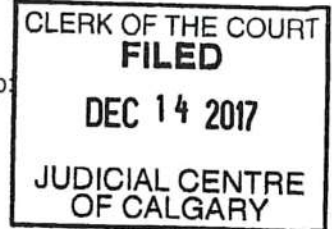
HEART LAKE CONSTRUCTION LIMITED
PARTNERSHIP
PO BOX 2228
LAC LA BICHE, AB T0A 2C0

SECURITY AGREEMENT

Result Complete

TAB F

Clerk's Stamp



1701-16910

COURT FILE NUMBER

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

PLAINTIFFS

CALGARY

1371047 ALBERTA LTD., WANDERING RIVER
PROPERTIES LTD. AND HEART LAKE
CANADA NORTH GROUP GP LTD.

DEFENDANTS

GRAND RAPIDS LIMITED PARTNERSHIP
GRAND RAPIDS PIPELINE LIMITED
PARTNERSHIP BY ITS GENERAL PARTNER
GRAND RAPIDS PIPELINE GP LTD.,
TRANSCANADA PIPELINES LTD., JEAN-
FRANCOIS TREMBLAY, MARSHALL
LEWINGTON, LESLIE PATRICK, KIM WOODS,
ALI ZAIDI, TRANSCANADA OIL PIPELINES
HOLDINGS LIMITED PARTNERSHIP,
TRANSCANADA OIL PIPELINES HOLDINGS
LIMITED PARTNERSHIP by its GENERAL
PARTNER TRANSCANADA PIPELINES
HOLDINGS G.P. LTD.

This is Exhibit " F " referred to in the
Affidavit of

Shayne McCracken
Sworn before me this 11th day
of April A.D., 2018

Spencer D. Norris
A Commissioner for Oaths in and for
the Province of Alberta

Spencer D. Norris
Barrister and Solicitor
DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

STATEMENT OF CLAIM

Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3V5

Lawyer: Richard J. Cotter, Q.C. and Morgan M.
Deacon
Phone: (780) 423-7316 / (780) 423-7196
Fax: (780) 423-7276
File No.: 180519-9/RJC

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Statement of facts relied on:

Introduction

1. The Plaintiff, 1371047 Alberta Ltd. ("137") incorporated pursuant to the laws of Alberta, holds land throughout northern Alberta.
2. The Plaintiff, Wandering River Properties Ltd. ("WRP") incorporated pursuant to the laws of Alberta, holds land throughout northern Alberta.
3. The Plaintiff, Heart Lake Canada North Group GP Ltd. ("Heart Lake") incorporated pursuant to the laws of Alberta, operates various work camps throughout northern Alberta where construction workers and oil service workers temporarily reside while working in remote areas.
4. The Defendant, Grand Rapids Pipelines Limited Partnership ("Grand Rapids LP"), is a limited partnership formed on October 26, 2012 pursuant to the laws of Alberta, carrying on the business of pipeline construction in northern Alberta.
5. The Defendant, Grand Rapids Pipelines GP Ltd. ("Grand Rapids Ltd.") incorporated pursuant to the laws of Alberta, is the general partner of Grand Rapids LP and carries on the business of pipeline construction and operation in northern Alberta and the management of Grand Rapids LP.
6. Grand Rapids Pipelines LP and Grand Rapids Ltd. are hereinafter collectively referred to as "Grand Rapids".
7. On October 5th, 2012 TransCanada Oil Pipelines Holding Limited Partnership ("TransCanada OPHLP") was formed pursuant to the laws of Alberta, and carries on the business of pipeline construction and operation in northern Alberta.
8. At all material times on and after October 31, 2014 TransCanada OPHLP and Brion Energy Corporation were the Limited Partners of Grand Rapids Pipelines LP and carry on the business of pipeline construction and operation in northern Alberta.
9. The Defendant TransCanada Gas Pipelines Holdings GP Ltd. ("TGPHGP") incorporated pursuant to the laws of Alberta, is the General Partner of TransCanada OPHLP and carries on the business of pipeline construction and operation in northern Alberta and the management of TransCanada OPHLP.
10. TransCanada Pipelines Ltd. ("TransCanada") incorporated pursuant to the laws of Canada carries on the business throughout Alberta and elsewhere in Canada of constructing and operating pipelines. TransCanada is a Limited Partner in TransCanada OPHLP.

11. Grand Rapids LP, Grand Rapids Ltd., TransCanada OPHLP, TGPHGP and TransCanada are collectively referred to as "TransCanada Entities".
12. Jean-Francois Tremblay ("Tremblay") is an individual who, to the best knowledge of the Plaintiffs, resided in or around Calgary, Alberta and was at all material times employed by TransCanada as its Camp Director Grand Rapids Pipeline Project and was working in the course and scope of his employment with TransCanada or alternatively, at all material times Tremblay was the duly authorized representative of TransCanada. TransCanada is identified with and vicariously liable for the actions of Tremblay.
13. Marshall Lewington ("Lewington") is an individual who, to the best knowledge of the Plaintiffs, resided in or around Calgary, Alberta and was at all material times employed by TransCanada as its SC lead and was working in the course and scope of his employment with TransCanada or alternatively, at all material times Lewington was the duly authorized Representative of TransCanada. TransCanada is identified with and vicariously liable for the actions of Lewington.
14. Leslie Patrick ("Patrick") is an individual who, to the best knowledge of the Plaintiffs, resided in and around Calgary, Alberta and was at all material times employed by TransCanada as its Senior Land Representative – Land Projects and was at all times acting in the course and scope of her employment with TransCanada, or alternatively at all material times was the duly authorized representative of TransCanada. TransCanada is identified with and vicariously liable for the actions of Patrick.
15. Kim Woods ("Woods") is an individual who, to the best knowledge of the Plaintiffs, resided in and around Calgary, Alberta and was at all material times employed by TransCanada as a Consulting Land Analyst and was working in the course and scope of her employment with TransCanada or alternatively, Woods was at all material times the duly authorized representative of TransCanada. TransCanada is identified with and vicariously liable for the actions of Wood.
16. Ali Zaidi ("Zaidi") is an individual, who to the best knowledge of the Plaintiffs, resided in and around Calgary, Alberta and was at all material times employed by TransCanada as its Pipeline Manager, and was working in the course and scope of his employment with TransCanada, or alternatively was the duly authorized representative of TransCanada. TransCanada is identified with and vicariously liable for the actions of Zaidi.
17. Tremblay, Lewington, Patrick, Woods and Zaidi are hereinafter collectively referred to as the "TransCanada Employees". At all material times some or all of Tremblay, Patrick and Woods reported to Lewington. At all material times some or all of Tremblay, Patrick, Woods and Lewington reported to Zaidi.
18. TransCanada through some or all of the TransCanada Employees, negotiated the agreements referenced herein and made the representations on behalf of some or all of the TransCanada Entities.

19. The Plaintiffs, 137 and WRP, each own ½ undivided interest in lands legally described as:

THE NORTH EAST QUARTER OF SECTION THIRTY-FIVE (35)
TOWNSHIP SEVENTY ONE (71)
RANGE SEVENTEEN (17)
WEST OF THE FOURTH MERIDIAN
CONTAINING 65.2 HECTARES (161 ACRES MORE OR LESS)
EXCEPTING THEREOUT:
(A) 0.417 HECTARES (1.03 ACRES)
MORE OR LESS, AS SHOWN ON ROAD PLAN 498PX
(B) 0.414 HECTARES (1.02 ACRES), MORE OR LESS, AS SHOWN ON
ROAD PLAN 80 20469
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(the "Lands")

20. Commencing in early 2014, some or all of the TransCanada Employees or agents of TransCanada on behalf of some or all of the TransCanada Entities, and in consultation with the Plaintiffs 137 and WRP commenced negotiations with the Municipal District of Athabasca ("Athabasca MD") for the construction of a 650 Bed Temporary Open Camp to be constructed upon the Lands (the "Camp").

The Representations

21. The TransCanada Employees, or some or all of them, on behalf of some or all of the TransCanada Entities, in the course of negotiating the Development Permit, Lease Agreement and the Services Agreement, as defined *infra*, represented that:

- (a) the Camp would be a long-term multi-year facility,
- (b) TransCanada would complete the required demobilization and reclamation of the Lands upon deactivation of the Camp as required;
- (c) TransCanada would provide ongoing revenue, improved infrastructure, (including power) and increased options for employment for the nearby Town of Wandering River, a hamlet located 95 kilometres north of the City of Athabasca, Alberta and surrounding area;
- (d) Such further and other representations that may be relied upon in the course of this Action or proven at Trial if this Action or as may be proven.

(the "Representations").

22. By the extent of direction, involvement in the management of, including but not limited to the directions, control and conduct and decision making in the negotiations with Athabasca MD and the Plaintiffs and others, and the degree of Representations made by the TransCanada Entities and other TransCanada Employees or both rose to the

level of General Partner in Grand Rapids and in the TransCanada OPHLP and the Plaintiffs reasonably believed that to be the case and relied thereon to their detriment.

23. Relying upon the Representations and in consultation with Athabasca MD, 137 and WRP (collectively the "Owner"):
- (a) purchased the Lands;
 - (b) proceeded to build the Camp in good faith prior to the execution of the Lease Agreement and Services Agreement, in order to facilitate the timelines of the Defendants;
 - (c) overbuilt the Camp in a manner consistent with a permanent structure;
 - (d) such further and other acts or conduct as may be relied upon in the course of the Action or as proven at a Trial of this matter.
24. The Representations included the application made by some or all of the TransCanada Entities and the TransCanada Employees to obtain Development Permit 2014-D0179 dated August 26, 2014 (the "Development Permit") from Athabasca MD to develop the Lands as a 650 bed temporary open camp on the terms and conditions set out in the Development Permit. The Applicant on the Development Permit was shown as Grand Rapids Pipeline Project which is not an incorporated entity and which based on the Representations, the Plaintiffs understood to be TransCanada.

The Underlying Agreements

25. Pursuant to article 20 of the Development Permit, upon deactivation of the Camp, the Lands were required to be reclaimed to the satisfaction of Athabasca MD. The Lands were previously used for rural use / agriculture and Athabasca MD requires the Applicant and, alternatively, the Owner to reclaim and / or restore the Lands to that prior state ("Permit Obligations").
26. Immediately following issuance of the Development Permit and in good faith in order to allow for prompt construction of the Camp given the approaching inclement winter weather, and to permit the Defendants to commence construction of the Grand Rapids Pipeline as soon as possible, the Plaintiffs, jointly commenced construction of the Camp without a fully executed or negotiated contract relying upon the Representations made by the TransCanada Entities and TransCanada Employees to Athabasca MD and to the Plaintiffs for the issuance of the Development Permit around the joint obligations of the WRP and 137 as landowners and Grand Rapids Pipelines as Applicant relating to demobilization and reclamation. By October 28, 2014 WRP and 137 had undertaken work to the Lands of approximately \$702,000.00.
27. On October 28, 2014, the Owner, on the one hand, and Grand Rapids LP, on the other, executed a Lease Agreement (the "Lease Agreement") with respect to the Lands whereby the Owner, as Landlord, leased the Lands to Grand Rapids LP effective

October 1, 2014 as tenant, for a term ending May 30, 2018 ("Term"). The execution of the Lease Agreement occurred after substantial work had been done to construct and service the Camp on the Lands by WRP and 137. In furtherance of the Representations and in reliance thereon, and consistent with the good faith obligations of the TransCanada Entities and TransCanada Employees, or some or all of them, invoices were rendered by WRP and 137 or Heart Lake which were paid by the TransCanada Entities or some or all of them of approximately \$702,000.00.

28. Pursuant to Section 4.5 of the Lease Agreement, Grand Rapids had 30 days from expiration of the Lease Agreement to remove the Camp from the Lands and restore the Lands to the same condition as was applicable immediately prior to the installation of the Camp (excluding the Landlord's Work as defined in the Lease Agreement) (the "Reclamation Obligations"). Further and in any event, pursuant to Section 5.3 of the Lease Agreement, Grand Rapids agreed, at its expense would comply with all Environmental Laws (as defined in sub-section 5.1(a) of the Lease Agreement) pertaining to Grand Rapids' use or occupancy of the Lands and with any and all recorded covenants, conditions and restrictions, regardless of when they became effective, including, without limitation, all applicable Federal, Provincial and Municipal laws, regulations or ordinances pertaining to air and water quality, hazardous air emissions and other environmental matters, all zoning and land use matters, and utility availability, and with any direction of any Public Officer or Officers, pursuant to Law, which shall impose any duty upon Grand Rapids with respect to its use or occupancy of the Lands.
29. On or about December 5, 2014, made effective November 4, 2014, the Plaintiff, Heart Lake and Grand Rapids LP entered into a Services Agreement whereby Heart Lake would provide camp and catering services on the Lands until April 30, 2018 (the "Services Agreement") to Grand Rapids LP.
30. Immediately following issuance of the Development Permit and in good faith in order to allow for prompt construction of the Camp given the approaching inclement winter weather and to permit the Defendants to commence the construction of the Grand Rapids Pipeline as soon as possible, the Plaintiffs continued construction of the Camp without a fully executed or negotiated Services Agreement (as defined *infra*) relying upon the Representations made by the TransCanada Entities and TransCanada Employees to Athabasca MD and to the Plaintiffs for the issuance of the Development Permit around the joint obligations of the Owner and Grand Rapids Pipelines Project as Applicant relating to demobilization and reclamation. By December 5, 2014, the Plaintiffs had undertaken work to the Lands of approximately \$4,613,000.00 (in addition to the \$702,000.00 which had been expended by October 28, 2014).
31. Pursuant to clause 2.3 of Schedule "A" to the Services Agreement, the Grand Rapids Project was responsible for providing a suitable site for the Camp, including land lease, development and building permits, site preparation and maintenance, during the term of the agreement. Further, the Grand Rapids Project would be responsible for all costs

associated with the mobilization and installation of the Camp and auxiliary equipment at the commencement of the term and would be responsible for dismantling and demobilization of the Camp at the end of the term (the "Demobilization Obligations").

32. Pursuant to Section 24 of the Services Agreement, it provides:

- a) pursuant to sub-section 24.1 the Parties shall make all reasonable efforts to resolve any disputes arising out of the performance of the Work (as defined in the Services Agreement) by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information, and documents to facilitate these discussions;
- b) pursuant to sub-section 24.2, in an event that a dispute arises that cannot be settled by the contents of an agreement or by mutual agreement, then either party has a right to give notice to the other Party requesting the appointment of a Mediator ("Project Mediator")

("Dispute Resolution Obligations")

33. On or about April 30, 2016, Grand Rapids LP provided 6-months' notice that the Lease Agreement was terminated effective April 30, 2016 (the "Lease Agreement Termination Notice"). Subsequently, on March 24, 2016, Grand Rapids LP provided notice to Heart Lake that the Services Agreement was terminated effective April 30, 2016 (the "Service Agreement Termination Notice") (the "Service Agreement Termination Notice" and the "Lease Agreement Termination Notice" are collectively hereinafter referred to as the "Termination Notices").

The Terminations and Temporary Camp Request

- 34. At all material times, the TransCanada Entities, or some or all of them, have and continue to have the obligation to reclaim Lands pursuant to the Development Permit.
- 35. After October 29, 2015 with the knowledge and consent of the Defendants, the Camp operated as an open camp. Notwithstanding that the Camp operated as an open camp, at no time did the Plaintiffs waive any of the Reclamation Obligations or Demobilization Obligations or the Permit Obligations. The Permit Obligations under the Development Permit subsisted and were not in the power or control of any of the parties to waive, nor did the Plaintiffs assume such obligations on behalf of some or all of the TransCanada Entities.
- 36. On or about May 1, 2016 the Fort McMurray wildfire commenced. On or about May 3rd, 2016 as a result of the Fort McMurray wildfire, the City of Fort McMurray was evacuated. In the days following May 3, 2016 TransCanada requested that evacuees of the City of Fort McMurray temporarily occupy the Camp on the Lands until such evacuees could return to Fort McMurray (the "Fort McMurray Wildfire Request"), and such request was accommodated by the Plaintiffs. Thereafter, TransCanada requested to have the 150 Leismer Easter Compressor Station project clients use the Camp on the Lands as these

individuals had been evacuated from the Mariana Lake camp due to the Fort McMurray wildfire.

37. Relying upon the Fort McMurray Wildfire Request, and without waiving any of the above obligations as defined herein and at the request of TransCanada, the Plaintiffs housed these evacuees at the Camp. TransCanada's conduct in making the Fort McMurray Fire Request rose to the level of a General Partner in Grand Rapids or TransCanada OPHLP or both and the Plaintiffs reasonably believed that to be the case and relied thereon to their detriment. Alternatively, the Fort McMurray Wildfire Request constituted a novation of the Lease and Services Agreement, or both.
38. As a result of the Fort McMurray Wildfire Request and the Representations and the conduct of TransCanada, or the TransCanada Employees, TransCanada assumed the obligations of the remaining TransCanada Entities in respect to the Lease Agreement and Services Agreement, including but not limited to the Reclamation Obligations, the Demobilization Obligations and the Permit Obligations, or some or all of these obligations.

The Defendants' Negligence and Breaches of Contract

39. Commencing the fall of 2016 and into early 2017, the Plaintiffs requested that the Defendants provide payment of the amount expended for the Demobilization Obligations, the Reclamation Obligations and the Permit Obligations. The cost of the Reclamation Obligations were estimated at \$5,600,000.00, inclusive of GST. The cost of the Demobilization Obligations was estimated at \$2,039,000.00, inclusive of GST. The Plaintiffs have already paid amounts in respect to the Reclamation Obligations and Demobilization Obligations in such amounts as will be proven.
40. The Plaintiffs fully and faithfully performed all obligations under the Development Permit, the Lease Agreement and the Services Agreement, to the extent reasonably possible given the refusals of the TransCanada Entities.
41. Despite repeated requests, the TransCanada Entities have refused and continue to refuse to pay for the Demobilization Obligations, the Reclamation Obligations and the Permit Obligations or their covenants to comply with all Environmental Laws pertaining to Grand Rapids use or occupancy of the Lands.
42. The TransCanada Entities have breached sub-section 24.1 of the Services Agreement by failing to make all reasonable efforts to resolve the dispute arising out of the failure to perform the Demobilization Obligations. Further and in any event, the TransCanada Entities further breached the Dispute Resolution Obligation by failing to agree to the appointment of the Project Mediator despite receiving the Plaintiff's Notice requesting the appointment of the Project Mediator.

43. At all material times, the Defendants had a duty to the Plaintiffs to complete performance of and fulfill their obligations under the Development Permit, the Lease Agreement and the Services Agreement honestly, reasonably and in good faith. The Defendants have breached the common law duty of good faith in their negotiations and dealings with the Defendants, in the course of the negotiations with the Plaintiffs and Athabasca MD with respect to administration and performance of the Development Permit, the Lease Agreement and the Services Agreement by acting in a misleading and coercive manner and breaching the Dispute Resolution Obligations.
44. Further, the Defendants have breached their common law duty of good faith and fair dealings by acting in a coercive and misleading manner by way of the Fort McMurray Fire Request. Specifically, the Plaintiffs relied upon the Defendants to complete the Reclamation Obligations and Demobilization Obligations following the extinguishment of the Fort McMurray Wildfire arising from the Fort McMurray Wildfire Request, to their detriment and the Defendants have failed, refused and continue to refuse to fulfil any or all of their obligations.

Misrepresentation and Unjust Enrichment

45. The TransCanada Employees, or some or all of them made representations including, without limitation, the Representations outlined above. The Plaintiffs reasonably relied upon the Representations to their detriment and would not have purchased the Lands, supported the application for the Development Permit, executed the Lease Agreement and entered into the Services Agreement had the Representations not been made. The Representations were incorrect, negligently made or misleading and this was known or ought to have been known by the Defendants.
46. Further and in any event as a result of the Representations outlined above, the Plaintiffs reduced the amount of rent and other amounts payable under the Lease Agreement and the amounts payable under the Services Agreement by the TransCanada Entities and thereby some or all of the Plaintiffs sustained further damages in respect to amounts which would otherwise have been received from the Defendants or others.
47. The Plaintiffs have demanded the required monies in order to fulfill the Demobilization Obligations, the Reclamation Obligations and the Permit Obligations. The Defendants enjoyed the improvements to the Lands in the course of enjoying the benefits of the Lease Agreement and Services Agreement and are now refusing to pay the required monies to complete the reclamation and / or demobilization of the Lands, despite receiving this benefit for a period in excess of 2 years. The Plaintiffs have suffered a corresponding deprivation in that they have suffered and will continue to suffer significant damages as a result of the conduct and non-payment of the Demobilization Obligations and the Reclamation Obligations by the Defendants and there is no juristic reason for the enrichment caused by the improvements made by the Plaintiffs.

Damages

48. The Defendants were negligent, made misrepresentations and have breached the Development Permit, the Lease Agreement and the Services Agreement by failing to fulfill the Representations, Demobilization Obligations, the Reclamation Obligations and the Permit Obligations. As a result, the Plaintiffs have suffered significant damages in the total sum of approximately \$8,022,960.20, or such other amount as shall be proven.
49. Plaintiffs have further suffered damages in the sum of \$383,960.29 by having to pay a significant amount of tax to Athabasca MD in excess of what they would have otherwise paid if the Representations had not been made by the Defendant and relied upon by the Plaintiffs.
50. This significant receivable caused considerable financial hardship to the Plaintiffs ultimately forcing some of them to file for creditor protection under the *Companies' Creditors Arrangement Act* in June 2017. It prevented them from availing themselves of other corporate opportunities which would have otherwise created revenue or profits in such amounts as will be proven.
51. Further, the Defendants have suffered significant damages by way of loss of interest on the above damages at the rate of the Royal Bank of Canada Prime Interest or the Toronto-Dominion Bank Prime Interest, plus 2% per annum or, alternatively, interest at the rates prescribed by the *Judgment Interest Act*, R.S.A. 2000, c. J-1.
52. The Lease and the Services Agreement both provide that the Plaintiffs are entitled to costs on a solicitor and own client full indemnity basis.

Remedy sought as against the Defendants, jointly and severally,

53. Judgment for losses, damages, costs and expenses sustained by the Plaintiffs in an estimated amount of \$8,022,960.20 or such amount as will be proven.
54. Damages for the excess tax payment in such amount as may be proven;
55. Damages for loss of opportunity in such amount as may be proven;
56. Such further and other damages as may be proven;
57. Loss of interest on the above damages at a rate of the Royal Bank of Canada Prime Interest or the Toronto-Dominion Bank Prime Interest, plus 2% or, alternatively, interest prescribed by the *Judgment Interest Act*, R.S.A. 2000, c. J-1.
58. Costs of this action on a solicitor and its own client full indemnity basis or, on such other basis as determined to be appropriate by this Honourable Court.

59. Such further and other relief as this Honourable Court deems just and appropriate in the circumstances.

NOTICE TO THE DEFENDANT

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada

You can respond by filing a Statement of Defence or a Demand for Notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiffs' address for service.

WARNING

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the Plaintiffs against you.