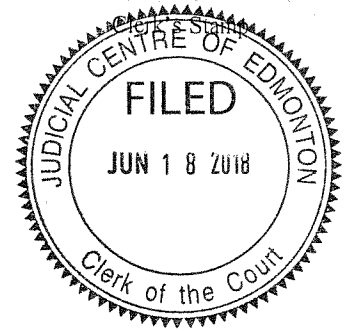


COURT FILE NUMBER 1703 12327
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



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

AND IN THE MATTER OF A PLAN OF
ARRANGEMENT OF 667402 ALBERTA LTD.,
18512398 ALBERTA LTD., 816956 ALBERTA
LTD., 1371047 ALBERTA LTD. AND 1919209
ALBERTA LTD.

DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

G. Brian Davison, Q.C.
DLA Piper (Canada) LLP
Barristers and Solicitors
1000, 250 2 St. S.W.
Calgary, AB T2P 0C1
Phone: 403-294-3590
Fax: 403-776-8864
File No.:

Susy Trace
DLA Piper (Canada) LLP
Barristers and Solicitors
1201 Scotia 2 Tower
10060 Jasper Avenue
Edmonton, AB T5J 4E5
Phone: 780-429-6831
Fax: 780-428-1066
susy.trace@dlapiper.com
File No.:

AFFIDAVIT OF GLEN STAHELI
AFFIRMED ON JUNE 15, 2018

I, **Glen Staheli**, of the City of Edmonton, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the sole director of Staheli Construction Co Ltd. ("**Staheli**"), a creditor of 1371047 Alberta Ltd. ("**137**") and one of the applicant companies in these proceedings.
2. I am authorized to make this Affidavit on behalf of Staheli.
3. 506221 Alberta Ltd. ("**506**") amalgamated with Staheli on July 1, 2014. Attached to my Affidavit and marked collectively as **Exhibit "A"** are copies of the Government of Alberta Corporate Registry searches for 506 and Staheli evidencing the amalgamation.

The Security

4. Pursuant to a Real Estate Purchase Contract entered into between Canada North Structures Inc. ("**Structures**") as purchaser and 506 (as it then was) as vendor, 506 sold Structures the lands legally described as:

PLAN 862 2655
BLOCK E
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA:5.66 HECTARES (13.99 ACRES) MORE OR LESS
(the "**Lands**").
5. Attached to my Affidavit and marked as **Exhibit "B"** is a copy of the Real Estate Purchase Contract referred to in Paragraph 4 of my Affidavit.
6. The purchase price for the Lands was \$5,700,000.00, plus GST, to be paid as follows:
 - i) Initial down payment of \$100,000.00 due on closing; and
 - ii) a Vendor take-back mortgage to be registered against title to the Lands, securing the principal sum of \$5,600,000.00, plus interest at the rate of 5% per annum.
7. Attached to my Affidavit and marked as **Exhibit "C"** is a copy of the Vendor Take Back Mortgage granted to 506 (now Staheli) by Structures on November 30, 2011 (the "**Mortgage**").
8. The Mortgage was registered at the Land Titles Office against the Certificate of Title to the Lands on December 7, 2011 as Registration No. 112 394 192. Attached to my Affidavit and marked as **Exhibit "D"** is a copy of a Historical Land Titles Certificate respecting the Lands evidencing registration of the Mortgage against the Lands.
9. The Mortgage was repayable by way of equal monthly payments of \$44,284.44, commencing January 1, 2012 and continuing for a total of 180 payments due on the first of each month, applied first to interest and then to principal.
10. The Mortgage secures all of 506's (now Staheli's) legal costs as between solicitor and client.
11. By a Mortgage Amending Agreement dated March 9, 2016 between 1371047 Alberta Ltd. ("**137**") as mortgagor and Staheli as mortgagee, the Mortgage was amended to allow a brief period of interest only payments for the months of October 2015 through to and including January 2017 (the "**Mortgage Amending Agreement**").
12. Attached to my Affidavit and marked as **Exhibit "E"** is a copy of the Mortgage Amending Agreement

13. The Mortgage Amending Agreement acknowledges that Structures sold its interest in the Lands to 137 effective March 25, 2013 and 137 assumed the Mortgage. The Certificate of Title attached as Exhibit "D" to my Affidavit evidences that 137 was the registered owner of the Lands.

The Proof of Claim

14. On or about March 23, 2018, 506 received a letter from the Monitor indicating that 506 had not filed a Proof of Claim in these proceedings, enclosing a Proof of Claim package, and requesting that 506 file a Proof of Claim as soon as possible.
15. Attached to my Affidavit and Marked as **Exhibit "F"** is a copy of the letter, with enclosures, that 506 received from the Monitor.
16. I was advised by both the Monitor, and its counsel, that for some reason 506 did not appear on the service list provided to it, and therefore, that 506 was not sent a Claims Package sooner than this date.
17. This was the first time the 506 (now Staheli) became aware that it had to file a Proof of Claim in these proceedings.
18. By two emails sent to the Monitor, one dated March 27, 2018 and one dated April 5, 2018, 506 (now Staheli) submitted its Proof of Claim to the Monitor. Attached to my Affidavit and marked collectively as **Exhibit "G"** is a copy of 506's (now Staheli's) Proof of Claim and both emails sent to the Monitor attaching 506's (now Staheli's) Proof of Claim dated March 27, 2018.
19. As at March 27, 2018, 137 is indebted to Staheli in the principal amount of \$4,757,345.23, plus interest from and after March 27, 2018 at the rate of 5% per annum, which equates to \$649.28 per day.
20. I make this Affidavit in support of an Order that my Proof of Claim be accepted notwithstanding that it was filed beyond the Claims Bar Date (as defined in the Claims Process Order filed December 8, 2017), and for an order directing the Monitor to make an interim distribution to Staheli to repay some of the Mortgage.

AFFIRMED before me at Edmonton, Alberta, on
this 15th day of June, 2018.


A COMMISSIONER FOR OATHS IN AND FOR
ALBERTA

SUSY M. TRACE
BARRISTER AND SOLICITOR

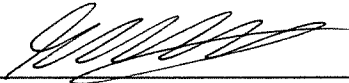


GLEN STAHELI

TAB A

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/06/15
Time of Search: 08:44 AM
Search provided by: DLA PIPER (CANADA) LLP

Service Request Number: 29179901
Customer Reference Number: CN SOT

Corporate Access Number: 205062219
Legal Entity Name: 506221 ALBERTA LTD.

Legal Entity Status: Amalgamated
Alberta Corporation Type: Numbered Alberta Corporation
Amalgamation Date: 2014/07/01 YYYY/MM/DD
Registration Date: 1991/09/27 YYYY/MM/DD

Registered Office:

Street: 8623 149 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5R 1B3

Records Address:

Street: 11210 215 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5S 2B5

Directors:

Last Name: STAHELI
First Name: GLEN
Street/Box Number: 11210 215 ST NW
City: EDMONTON

Province: ALBERTA
Postal Code: T5S 2B5

Voting Shareholders:

Last Name: STAHELI
First Name: GLEN
Street: 11210 215 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5S 2B5
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE ATTACHED SCHEDULE "A" IS INCORPORATED IN THIS FORM.
Share Transfers Restrictions: THE ATTACHED SCHEDULE "B" IS INCORPORATED IN THIS FORM.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Business Restricted From: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Other Provisions: THE ATTACHED SCHEDULE "C" IS INCORPORATED IN THIS FORM.

Holding Shares In:

Legal Entity Name
STAHELI CONSTRUCTION CO. LTD.
TRI-DAVE GRAVEL SALES LTD.

Other Information:**Amalgamation Successor:**

Corporate Access Number	Legal Entity Name
2018321741	STAHELI CONSTRUCTION CO. LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2013	2013/12/19

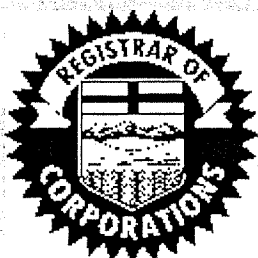
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/12/18	Change Director / Shareholder
2008/04/30	Name/Structure Change Alberta Corporation
2013/12/19	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2014/07/01	Amalgamate Alberta Corporation

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Letter - Spelling Error	100000000000484436	2001/12/18
Restrictions on Share Transfers	ELECTRONIC	2008/04/30
Other Rules or Provisions	ELECTRONIC	2008/04/30
Share Structure	ELECTRONIC	2008/04/30

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.



Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/06/15
Time of Search: 08:45 AM
Search provided by: DLA PIPER (CANADA) LLP

Service Request Number: 29179909
Customer Reference Number: CN SOT

Corporate Access Number: 2018321741

Legal Entity Name: STAHELI CONSTRUCTION CO. LTD.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Method of Registration: Amalgamation

Registration Date: 2014/07/01 YYYY/MM/DD

Registered Office:

Street: 103, 14020-128 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 4M8

Records Address:

Street: 103, 14020-128 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 4M8

Directors:

Last Name: STAHELI
First Name: GLEN
Street/Box Number: 6 - 1225 WANYANDI ROAD
City: EDMONTON

Province: ALBERTA
Postal Code: T5M 2W7

Voting Shareholders:

Last Name: STAHELI
First Name: GLEN
Street: 6 - 1225 WANYANDI ROAD
City: EDMONTON
Province: ALBERTA
Postal Code: T5M 2W7
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2011230246	1123024 ALBERTA LTD.
205062219	506221 ALBERTA LTD.
200177640	STAHELI CONSTRUCTION CO. LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)

2018 2018/06/14

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2014/07/01	Amalgamate Alberta Corporation
2016/08/16	Change Address
2018/06/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2014/07/01
Restrictions on Share Transfers	ELECTRONIC	2014/07/01
Other Rules or Provisions	ELECTRONIC	2014/07/01
Amalgamation Agreement	10000107116933522	2014/07/01
Statutory Declaration	10000907116933523	2014/07/01

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

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR

REAL ESTATE PURCHASE AGREEMENT

BETWEEN:

CANADA NORTH STRUCTURES INC.
(hereinafter referred to as the "Purchaser"),

- and -

506221 ALBERTA LTD.
(hereinafter referred to as the "Vendor")

ARTICLE 1 - INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "Agreement" means, this Real Estate Purchase Agreement and the Schedules attached hereto as amended from time to time in writing by the parties hereto;
- (b) "Closing" means the act of completing this transaction on the Closing Date contemplated hereby and "Close" is the corresponding verb;
- (c) "Closing Date" means November ³⁰~~15~~, 2011; *PM*
- (d) "Closing Documents" means, collectively, the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser or the Purchaser's Solicitors pursuant to Section 5.1 and include:
 - (i) a registrable transfer of land; and
 - (ii) the agreements, instruments and other documents to be delivered by the Purchaser to the Vendor or the Vendor's Solicitors pursuant to Section 5.2.
- (e) "Contaminants" means any contaminant of the soil of the Lands, or of the Lands, including without limitation, petroleum and petroleum products, asbestos in any form, polychlorinated biphenyls ("PCB's"), products treated with PCB'S, radioactive substances or any other substance which has been determined by any Governmental authority having jurisdiction to be injurious to human life or health;
- (f) "Contracts" means the Warranties, if any, and all existing contracts and agreements (other than Leases) entered into by the Vendor and any previous owner of the Property including those entered into by the Vendor in the normal course of business after the date of this Agreement and prior to the Closing and approved by the Purchaser (which approval shall not be unreasonably withheld) to the extent the same are assignable, in each case with third parties in respect of (without limiting the generality of the foregoing) the roof, the ownership, development, management, maintenance, repair, operation,

cleaning, security, fire protection, insurance, servicing and any other aspect of the Property;

- (g) "Environmental Laws" means all applicable federal, provincial, municipal or local laws, by-laws, statutes, regulations, orders, ordinances, rules, guidelines, permits or judgments relating to the environment, safety or health matters including, without limitation those relating to the manufacture, use, handling, transportation, treatment, or storage of Hazardous Substances, or the release of Hazardous Substances into the environment;
- (h) "Hazardous Substance" means any substance, product, material or good declared to be a contaminant, pollutant, dangerous substance, toxic substance, deleterious substance, waste, special waste, or dangerous good in or pursuant to any applicable law;
- (i) "Lands" or "the Lands" means those lands identified in Schedule "A" attached hereto;
- (j) "Permitted Encumbrances" means the charges, easements and development agreements and other matters affecting title to the Lands, as set out in Schedule "A";
- (k) "Property" means the Lands and buildings thereon;
- (l) "Purchase Price" means the fair market value of the Properties in the sum of \$5,700,000.00 as set out and allocated in accordance with Schedule "B" and as may be adjusted pursuant to Section 3.2 herein;
- (m) "Purchaser's Solicitors" means:

Fraser Milner Casgrain LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, AB T5J 3V5
Fax No: (780) 423-7276
Attention: Mr. Carman R. McNary, Q.C.

or such other law firm as the Purchaser may designate from time to time by notice in writing to the Vendor;

- (n) "Tenant" means any tenant occupying any part of the Lands pursuant to any lease agreement;
- (o) "Vendor's Solicitors" means:

Robert A. Kiss
17393 - 108th Avenue
Edmonton, AB T5S 1G2

Fax No: 780.481.6528

or such other firm or firms of solicitors or agents as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser;

- (p) "Warranties" means the existing warranties and guarantees, if any, remaining in existence, for the construction and the existing operation of any of the Buildings to the extent the same are assignable; and
- (q) "Working Day" means a day on which the main branch of the HSBC Bank Canada, in the City of Edmonton, Alberta, is open for normal banking business.

1.2 Schedules

The following Schedules are attached to the Agreement:

Schedule "A" – Lands and Permitted Encumbrances

Schedule "B" – Purchase Price Allocation

ARTICLE 2 - AGREEMENT OF PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

The Vendor hereby agrees to sell, transfer, assign, set over and convey the Property to the Purchaser and the Purchaser hereby agrees to purchase, acquire and assume the Property from the Vendor at the Purchase Price on and subject to the terms and conditions of this Agreement.

2.2 Authorization

The Vendor shall deliver to the Purchaser, within 5 Working Days after being requested by the Purchaser, authorizations to governmental authorities in a form, as provided by the Purchaser, acting reasonably, necessary to permit the Purchaser to obtain information from the governmental authorities' files, without authorizing or requesting governmental inspections with respect to the Property.

ARTICLE 3 - PURCHASE PRICE

3.1 Payment Purchase Price

The Purchase Price, as adjusted and finally determined, shall be paid by way of a down payment in the amount of \$100,000 due on closing, and by a vendor take-back mortgage to be registered and secured against the Property on sale, in favour of the Vendor in the amount of \$5,600,000 plus or minus any such adjustments, as follows:

- (a) The mortgage terms shall be:
 - (i) Initial Principal amount of \$5,600,000;
 - (ii) Fixed rate of interest calculated at Five Percent (5%) per annum;
 - (iii) Amortization and term of fifteen (15) years;
 - (iv) Equal monthly payments of Forty-Four Thousand, Two Hundred and Eighty Four Dollars and Forty-Four Cents (\$44,284.44), commencing January 1, 2012; and continuing to a total of One Hundred and Eighty (180) payments each due on the first of each successive month, applied first to interest calculated monthly not in advance, and then to reduction of the principal balance owing;

- (b) The Vendor acknowledges and agrees that the Purchaser has the right to prepay any part or all of the outstanding balance on the mortgage at any time, without notice;
- (c) The Vendor further acknowledges and agrees that the Purchase may, by mutual agreement, effect a prepayment against the mortgage by way of constructing a building by the Purchaser for the Vendor in 2012, the terms of such construction and the value to be placed on that construction remain to be finalized between the parties.
- (d) Any prepayment made as against the Purchase Price shall reduce the amount outstanding against the Purchase Price and secured by the mortgage, and will result in reduced monthly payments over the remainder of the term.

3.2 Adjustments

- (a) Adjustments shall be made as of the Closing Date. The Vendor shall be responsible for all expenses and entitled to all revenues accrued from the Property for that period ending on the day before the Closing Date. From and including the Closing Date, the Purchaser shall be responsible for (except as otherwise provided in this Agreement) all expenses and shall be entitled to all revenues accruing from the Property.
- (b) The Adjustments shall include all rents, rental deposits, operating costs, realty taxes, local improvement rates and charges, water and assessment rates, current expense and utility deposits, if any, and such other adjustments as would be made in the usual course excepting that, where such adjustments are the responsibility of the Tenant, such adjustments shall be made directly between the Tenant and the Purchaser.
- (c) If the final cost or amount of an item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall, if possible, be made at Closing, such amount to be estimated by the parties hereto acting reasonably as of the Closing Date on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. In each case when such cost or amount is determined, the Vendor or Purchaser, as the case may be, shall, within 30 days of determination, provide a complete statement thereof to the other and within 30 days thereafter the parties hereto shall make a final adjustment as of the Closing Date for the item in question. In the absence of agreement by the parties hereto, the final cost or amount of an item shall be determined by auditors appointed jointly by the Vendor and the Purchaser with the cost of such auditors' determination being shared equally between the parties hereto.

ARTICLE 4 - G.S.T.

4.1 Goods and Services Tax

With respect to goods and services tax ("G.S.T.") payable pursuant to the *Excise Tax Act Canada* (the "Act"), the parties covenant and agree as follows:

- (a) subject to clause (b) below, the Purchaser shall pay to the Vendor on Closing, by certified cheque, all G.S.T. payable as a result of this transaction in accordance with the Act, and the Vendor shall remit such G.S.T. to the Receiver General for Canada when and to the extent required by the Act;

- (b) notwithstanding clause (a), the Vendor shall not collect the G.S.T. from the Purchaser in this transaction as the Purchaser is registered under the Act under G.S.T. # _____, and the Purchaser shall file returns and remit such G.S.T. to the government when and to the extent required by the Act;
- (c) the Vendor and Purchaser shall each indemnify the other and hold the other harmless from any liability of the other under the Act arising because of breach of the obligations of the Vendor or Purchaser, as the case may be, set out in this section or arising under the Act, together with all loss, costs and expenses resulting from such breach; and
- (d) the provisions aforesaid shall survive Closing.

ARTICLE 5 - TRANSFER OF TITLE AND CLOSING DOCUMENTS

5.1 Vendor's Closing Documents

- (a) The Vendor shall cause to be delivered to the Purchaser's solicitors, all Closing Documents required hereunder and necessary to Close the purchase including a transfer agreement, and mortgage document, not less than 3 Working Days prior to the Closing Date, and in the event that the Vendor fails to do so, then the due date for the payment of the unpaid balance of the Purchase Price shall be extended to a date being 3 Working Days following the date upon which the Vendor causes the Closing Documents to be furnished to the Purchaser's Solicitors, but in such event, the Closing Date and the date for all adjustments shall remain the Closing Date.
- (b) The Purchaser covenants and agrees that it will, promptly upon receipt of the Closing Documents, duly execute and cause the same to be registered (or such of the same as would normally be executed by the Purchaser and/or registered) so as to enable Closing to take place promptly, and that it will promptly make all payments necessary to Close the transaction contemplated hereby. The Vendor shall give the Purchaser a reasonable period within which to register transfer documents at the Land Titles Office.
- (c) All documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith.

5.2 Purchaser's Closing Documents

By the Closing Date, subject to the terms and conditions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's Solicitors the following:

- (a) the mortgage representing payment of the Purchase Price in accordance with the provisions set forth in Section 3.1 of this Agreement;
- (b) all other documents, including a transfer, which are required and which the Vendor has reasonably requested on or before the Closing Date to give effect to this transaction.
- (c) an undertaking to readjust any adjustments required after the Closing Date; and
- (d) all documentation shall be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith.

5.3 Registration and Other Costs

- (a) The Vendor and the Purchaser shall each be responsible for their own solicitors' costs in respect of this transaction.
- (b) The Purchaser shall be responsible for the cost of registering the transfer including all applicable land transfer charges.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Vendor's Representations

The Vendor hereby represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement:

- (a) the Vendor is not a non-resident of Canada with the meaning of Section 116 of the *Income Act* (Canada);
- (b) the Vendor will fully perform its covenants as expressly set out in this Agreement;
- (c) upon transfer of the title of the said Lands to the Purchaser, the only encumbrances registered against the title of the said Lands will be the Permitted Encumbrances;
- (d) the Vendor will not on the Closing Date, have any indebtedness to any person, firm, business or corporation, or government authority which might by operation of law or otherwise constitute a lien, charge or encumbrance on the Lands or any part thereof or which could affect the right of the Purchaser to own, occupy and obtain revenue from the Lands or any part thereof;
- (e) the Vendor is the registered and beneficial owner and has good marketable title to the property and on the Closing Date will be the registered and beneficial owner and will have good and marketable title to the Lands, free and clear of all liens, charges, claims, encumbrances and notations of every kind and nature save and except the Permitted Encumbrances and any other encumbrances agreed to in writing by the Purchaser and those encumbrances being discharged on the basis of undertakings acceptable to the Purchaser;
- (f) the Vendor has no knowledge and has received no notice of the following:
 - (i) any claim or proceeding commenced with respect to the expropriation of the Lands; or
 - (ii) any pending or threatened litigation, work order, inspector's order or notice as the result of the violation of any existing by-laws, regulations or statutes relating to the Lands or to the condition, use or ownership of the Lands;
- (g) the Vendor has not entered into any agreement, either written or oral, with the City of Edmonton or any other authority having jurisdiction which would have the result of making the Lands subject to or assessed of any sewer charges, local improvement rates or charges of a similar nature other than are currently assessed, and that property taxes

levied and assessed with respect to the Property will not include any amount for local improvements which have been deferred;

- (h) There is no litigation pending or threatened with respect to the Lands or the existing use or occupation thereof and the Vendor has not done any act nor failed to do any act which may give rise to such litigation;
- (i) There are no actions, suits or proceedings pending, instituted or threatened in law or in equity with respect to the Lands before any Court or before any administrative agency which might result in a material adverse change in the condition of the Lands or continued operation of the Lands and the Vendor has not done any act nor failed to do any act which may give rise to such actions, suits or proceedings;
- (j) In respect of Environmental Laws:
 - (i) The Vendor has provided to the Purchaser a Phase 1 Environmental Site Assessment in respect of the Property, prepared by Shelby Engineering Ltd. based on an inspection of the Property on October 29, 2008, and dated November 2008 ("Assessment"). The Vendor has no knowledge of any material facts stated in the Assessment that are incorrect, nor does the Vendor know of any missing facts that would be material to that Assessment. The Vendor represents and warrants that there have been no material adverse changes to the Lands respecting issues disclosed in the Assessment, including any contamination by Hazardous Substances, since October 29, 2008.
 - (ii) To the best of the Vendor's knowledge, the Vendor and any Tenants are in compliance with Environmental Laws. There are no Hazardous Substances or conditions that, directly or indirectly, relate to or may materially, adversely affect the Vendor, any Tenant or any of their assets or operation of any business whether on, above or below the Lands thereon caused by the Vendor or any occupant other than the Tenant;
 - (iii) To the best of the Vendor's knowledge, the Vendor and all Tenants have at all times received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances at, beneath, on or near the Lands thereon in strict compliance with all applicable Environmental Laws. There are no underground storage tanks located on the Lands;
- (k) All leases with the Tenants are valid and subsisting leases and there are no material defaults in the terms and provisions of such leases by either the Vendor or the Tenants; and
- (l) The Vendor will indemnify and save harmless the Purchaser from all or any liabilities, losses, suits, actions, claims, damages and expenses arising out of or by reason of a breach of the aforesaid representations and warranties of the Vendor.

6.2 Purchaser's Representations and Acknowledgments

The Purchaser hereby represents and warrants to and in favour of the Vendor that, as of the date of this Agreement and as of the Closing Date the Purchaser is not a non-Canadian within the meaning of the Foreign Ownership of Lands regulations in force in the Province of Alberta.

6.3 Survival of Representations

The representations and warranties contained in this Agreement shall survive for a period of two (2) years after Closing save as otherwise herein set out.

ARTICLE 7 - OPERATION UNTIL CLOSING

7.1 Operating Until Closing

From the date hereof until Closing, the Vendor shall operate the Property in accordance with its normal practices to the intent that upon delivery, the Property will be in no worse condition than that at the date hereof, reasonable wear and tear excepted.

ARTICLE 8 - POSSESSION AND CLOSING DATE

8.1 Vacant Possession

The transaction of purchase and sale shall be completed on the Closing, on which date possession of the Property shall be given to the Purchaser.

ARTICLE 9 - GENERAL

9.1 Gender and Number

Words importing the singular include the plural and vice versa. Words importing gender include all genders.

9.2 Captions and Headings

The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.

9.3 Obligations as Covenants

Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

9.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and shall be treated in all respects as an Alberta contract.

9.5 Currency and Cheques

All references to currency in the Agreement shall be deemed to be referenced to Canadian dollars. All cheques to be tendered shall be drawn on one of the major Canadian Chartered Banks.

9.6 Invalidity

If any covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation or agreement or part thereof) to any person, party or

circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

9.7 Amendment of Agreement

No supplement or amendment of the Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

9.8 Time of the Essence

Time shall be of the essence of this Agreement.

9.9 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

9.10 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement.

9.11 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

9.12 Solicitors as Agents and Tender

Any tender of documents or money may be made upon the solicitors for either party, and money may be tendered by certified cheque or by cheque drawn upon a solicitor's Trust Account.

9.13 Expropriation

If the Property or any party thereof is condemned or appropriated by public or other lawful authority before the Closing the Purchaser shall have the right to (i) elect by notice in writing to take the damages awarded or compensation, as the case may be, and complete or (ii) cancel this Agreement by notice in writing in which latter case the Purchaser shall be entitled to the return, with interest and without deduction, of any deposits in funds paid to the Vendor.

9.14 Assignment by Purchaser

The Purchaser may assign its rights and/or obligations hereunder without the prior written consent of the Vendor.

9.15 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their assigns pursuant to the terms and conditions of this Agreement.

9.16 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by telecopier or other electronic communication which results in a written or printed notice being given, addressed or sent to the Purchaser's Solicitors or the Vendor's Solicitors, or to such other address (or telecopier number) as the parties may from time to time direct in writing. Any such notice shall (if delivered by hand) be deemed to have been given when delivered, or (if transmitted by telecopier) be deemed to have been given immediately upon receipt thereof (if received on a Working Day or (if received on a day which is not a Working Day) on the first Working Day after actual receipt, or (if mailed) then on the fifth (5th) Working Day following the day on which it was mailed.

9.17 Commissions

The Vendor shall pay any and all applicable commissions, if any, to all real estate agents and/or other(s) who may have a valid claim for commission as a result of this Agreement. The Purchaser represents and warrants that neither it nor any person, firm or corporation on its behalf have engaged the services of any real estate agent or other party who may have a claim for commission in connection with the purchase of the Property.

9.18 Counterpart

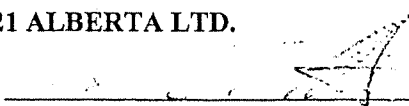
This Agreement may be executed by any party hereto by his signing a counterpart hereof, each of which counterparts so executed shall be deemed to be an original, and such counterparts together shall constitute a single instrument. This agreement may also be executed by facsimile, and if executed by a party and forwarded by facsimile to the other party, then this agreement shall be deemed to be fully executed and delivered by such party.

IN WITNESS WHEREOF the Vendor and the Purchaser have executed this Agreement, as of the Closing Date.

CANADA NORTH STRUCTURES INC.

Per: 

506221 ALBERTA LTD.

Per: 

SCHEDULE "A"

to the Real Estate Purchase Agreement

LANDS & PERMITTED ENCUMBRANCES

Lands

Plan 862 2655

Block E

Excepting thereout all mines and minerals

Area: 5.66 Hectares (13.99 Acres) more or less

Permitted Encumbrances

Caveat re: Lease – Caveator:

Bell Mobility Inc.

P.O. Box 50030

Calgary, Alberta, T2A 7P1

Caveat re: Lease Interest

Caveator - Experienced Equipment Sales & Rentals Inc.

c/o Mintz Law

400, 10357 109 Street

Edmonton, Alberta T5J 1N3

SCHEDULE "B"

to the Real Estate Purchase Agreement

PURCHASE PRICE ALLOCATION

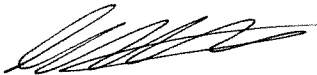
Land:

Buildings:

TAB C

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR

VENDOR TAKE BACK MORTGAGE

THE LAND TITLES ACT

VENDOR TAKE BACK MORTGAGE

WHEREAS:

Canada North Structures Inc, a body corporate having an office at Edmonton, Alberta, (the "Mortgagor") has agreed to purchase from 506221 Alberta Ltd. (hereinafter collectively referred to as the "Mortgagee"), who and whose successors are herein called the Mortgagee, the Mortgaged Premises (as hereinafter defined) and as security for payment of a portion of the purchase price and interest thereon has agreed to grant the within Mortgage to the Mortgagee;

The Mortgagor is or is entitled to become registered as owner of an estate in fee simple with respect to the lands described in Schedule "A" hereto, subject however to such encumbrances, liens and interests as are set forth in Schedule "B" (the "Permitted Encumbrances") (the lands so described in Schedule "A", together with all buildings and improvements now or hereafter erected thereon being hereinafter referred to as "the said land" or "the Mortgaged Premises");

IN CONSIDERATION of the Mortgagee agreeing to sell the Mortgaged Premises to the Mortgagor and agreeing to accept this Mortgage as security for payment by the Mortgagor of the unpaid portion of the purchase price, namely the sum of Five Million Six Hundred Thousand (\$5,600,000.00) Dollars (hereinafter sometimes referred to as the "loan" or the "principal sum") the receipt and sufficiency of which consideration is hereby acknowledged by the Mortgagor;

THE MORTGAGOR COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

Principal and Interest:

1. That the Mortgagor shall pay to the Mortgagee which sums the Mortgagee hereby irrevocably directs to be paid to the Mortgagee, at Edmonton in lawful money of Canada, the principal sum lent to the Mortgagor as aforesaid with interest thereon at the rate of five (5%) percent per annum calculated and compounded annually, not in advance as well as after as before maturity both before and after default and after judgement until paid as follows:

- 1.1 the principal sum together with interest on the aforesaid rate shall become due and be paid in one hundred eighty (180) equal and monthly instalments of Forty Four Thousand Two Hundred and Eighty Four Dollars and Forty Four Cents (\$44,284.44), together with interest, with the first payment payable on January 1, 2012.
- 1.2 The Mortgagor shall have the right and privilege to prepay the whole amount of principal advanced hereunder without notice, bonus or penalty and interest shall be calculated to the date of such payment.
- 1.3 The Mortgagor shall further have the right, by mutual agreement, to effect a prepayment against the mortgage by way of constructing a building for the Vendor in 2012, the terms of such construction and the value to be placed on that construction to be finalized between the parties in advance of such construction.

IN THE EVENT of a sale or transfer of the subject property or any part thereof to an arm's length purchaser, the Mortgage loan may become due and payable at the sole option of the Mortgagee. This does not apply in the event of a Transfer of the subject property or any part thereof to any company, partnership, joint venture or other business owned and controlled by Paul or Shayne McCracken.

Taxes:

2. That save as hereinafter described, the Mortgagor will pay when and as the same fall due, all taxes, rates, liens, charges, encumbrances or claims (hereinafter sometimes referred to as "taxes") which are or may be or become charges or claims against the Mortgaged Premises, on or in respect of this Mortgage.

Should the Mortgagor default in its obligation in this paragraph 2, the Mortgagee shall have the right itself to pay the taxes and the amount so paid, as aforesaid, by the Mortgagee shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, and shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded repayable on the next ensuing instalment date (whether principal or interest).

Notwithstanding the above, the parties agree and acknowledge that the Mortgagee will pay, when and as the same fall due, all taxes described herein at all times the Mortgagee remains in possession of the Mortgaged Premises pursuant to any lease.

Interest Calculation:

3. That the Mortgagor shall pay to the Mortgagee interest as aforesaid and all interest on becoming overdue shall be forthwith treated, as to payment of interest thereon, as principal and shall bear interest thereon at the rate then in effect, computed and compounded annually as well after as before maturity of this Mortgage and all such interest shall be a charge on the Mortgaged Premises; and in the event of non-payment of any of the monies hereby secured at the time herein set for payment thereof the Mortgagor will, so long as any part thereof remains unpaid, pay interest at the said rate from day to day on the same.

Insurance:

4. The Mortgagor shall forthwith place or cause to be placed, and thereafter maintain or cause to be maintained in full force and effect continuous (without interruption) during the continuance of this security, policies of insurance and insurance coverage as follows:

- 4.1 for public liability with limits not less than Two Million (\$2,000,000.00) Dollars per occurrence;
- 4.2 if and upon construction of any commercial building upon the Mortgaged Premises or if buildings or residences are located on the property and occupied by tenants:
 - 4.2.1 against loss or damage by fire and extended perils and any other insurable perils that may be deemed necessary by the Mortgagee, the Mortgaged Premises in the sum of not less than their full insurable value of lawful money of Canada, and in any event, in an amount equal to not less than the full replacement cost of the Mortgaged Premises;
 - 4.2.2 where applicable, against loss or damage due to perils covered by broad form boiler and pressure vessel insurance policies;
 - 4.2.3 where applicable rental income insurance as the Mortgagee may require.

The loss for such policies shall be made payable to the Mortgagee as first loss payee, with the Mortgagee's Mortgage clause affixed to each policy by the insurer. The Mortgagor shall pay all premiums and sums of money necessary for such purpose as the same shall become due, and shall forthwith assign and deliver to the Mortgagee the policy or policies of insurance and all renewal receipts and renewals thereto appertaining and will deliver evidence of renewal to the Mortgagee at least fifteen (15) days prior to the expiration of any policy. In the event of any breach of the foregoing covenants respecting insurance the Mortgagee may, at its option, effect such insurance on behalf of the Mortgagor, and if for any reason the Mortgagee is unable to effect or maintain such insurance the whole of the monies hereby secured remaining unpaid shall forthwith become due and payable. Forthwith on the happening of any loss or damage as aforesaid the Mortgagor, at the expense of the Mortgagor, will furnish all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and any such insurance monies received by the Mortgagee may, at the option of the Mortgagee, be applied in repairing or rebuilding any building of which the Mortgaged Premises may form a part, or be applied to the payment of the monies hereby secured (whether or not any amount is then due) in such manner as the Mortgagee may determine or be paid to the Mortgagor or any person appearing by the registered title to be the owner of the said lands or partly in one way and partly in another.

Improvements and Fixtures:

5. The Mortgagor shall not commit any act of waste thereon, and shall at all times during the continuance of this security the same repair, maintain, restore, mend, keep, make good, finish, add to and put in order. Provided however that the preparation of the Mortgaged Premises for future subdivision for urban purposes shall not be deemed to be an act of waste. In the event of any loss or damage thereto or destruction of any new buildings placed upon the Mortgaged Premises the Mortgagee may give notice to the Mortgagor to repair, rebuild or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice. If the Mortgagor fails to so repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the Mortgage monies shall, at the option of the Mortgagee, become immediately due and payable without demand by the Mortgagee upon the Mortgagor. The Mortgagee may repair, rebuild or reinstate the Mortgaged Premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account, all notwithstanding any law, equity or statute to the contrary, and in particular, *The Insurance Act* of Alberta and *The Fire Prevention (Metropolis) Act*, 1774 (14 Geo.3 c.78), all rights and benefits of the Mortgagor thereunder being hereby expressly waived. This provision shall be in addition to any statutory covenants implied in this Mortgage.

Land Titles Act Covenants:

6. That the Mortgagor further covenants and agrees with the Mortgagee that:

- 6.1 the Mortgagor has good title to the said lands free from all encumbrances (save as endorsed hereon);
- 6.2 the Mortgagor has the right to Mortgage the lands;
- 6.3 on default the Mortgagee shall have quiet possession of the lands free from all encumbrances (save as endorsed hereon);
- 6.4 the Mortgagor shall execute such further assurances of the lands as may be requisite; and
- 6.5 the Mortgagor has done no act to encumber the lands (save as endorsed hereon).

Default:

7. That in the event of non-payment of the mortgage monies or any part thereof at the time of falling due of same under the terms of this Mortgage, or in the event of non-payment of interest or of any further amounts as provided for in this Mortgage, or in the event of default being made in any of the covenants, agreements, provisos or stipulations otherwise expressed or implied herein, or in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed in any mortgage to which this Mortgage is subject, or if the Mortgagor shall become bankrupt or insolvent or shall be subject to the provisions of the *Bankruptcy Act* of Canada, the *Companies' Creditors' Arrangement Act* of Canada, the *Winding-Up Act* of Canada or any other Act for the benefit of creditors or go into liquidation either voluntarily or under an order of a court of competent jurisdiction, or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, or upon the registration of any builders' lien against the Mortgaged Premises, which lien remains undischarged for a period of twenty (21) days after notice of the registration thereof is given to the Mortgagor:

- 7.1 the Mortgagee at its option may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;
- 7.2 the Mortgagee may send or employ an inspector to inspect and report upon the value, state and condition of the Mortgaged Premises and a solicitor to examine and report upon the title to the same;
- 7.3 the Mortgagee may enter into possession of the Mortgaged Premises and whether in or out of possession collect the rents and profits therefrom, and make any demise or lease of the Mortgaged Premises or any part thereof for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised before or after and subject to any such demise or lease;
- 7.4 the Mortgagee at such time or times as it may deem necessary and without the concurrence of any other person through its servants, agents or contractors may enter upon the Mortgaged Premises and may make such arrangements for repairing or putting in order the Mortgaged Premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Mortgaged Premises as it may deem expedient, all costs, charges, and expenses incurred by the Mortgagee in so doing, including allowances for the time and service of any agent of the Mortgagee or other person appointed for the above purposes or in connection therewith shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing instalment (whether for interest or principal);
- 7.5 the Mortgagee shall have full power, right and license to enter, seize and distrain upon the Mortgaged Premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Mortgaged Premises as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent;
- 7.6 the Mortgagee may sell and dispose of the Mortgaged Premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party

interested in the Mortgaged Premises; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and any notice may be effectually given by delivering such notice or transmitting such notice by facsimile to the Mortgagor at the address or facsimile number of the Mortgagor shown herein; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the Mortgaged Premises hereunder, and the Mortgagee may sell, transfer and convey any part of the Mortgaged Premises, on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received in cash; and sales may be made from time to time of parts of the Mortgaged Premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for any loss occasioned thereby; and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case of any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained shall prove abortive, the Mortgagee may take foreclosure proceedings in respect of the Mortgaged Premises in accordance with the provisions of the laws of the Province of Alberta in that regard; and in the event of any deficiency on account of monies secured by this Mortgage remaining due to the Mortgagee after realizing all of the Mortgaged Premises by sale or otherwise then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid;

- 7.7 the whole of the unpaid balance of the mortgage monies, interest and all other amounts due hereunder, at the option of the Mortgagee, become due and payable.

Non-Merger:

8. That the giving and taking of this Mortgage shall in no way merge or affect any other security or securities that may have been, or that may hereafter be given in respect of any amounts secured by this Mortgage or any part thereof, or impair or affect any such security or securities or any remedy thereon, and all rights or remedies which the Mortgagee now has or may hereafter have against the Mortgagor or any other person or entity are hereby reserved, and the Mortgagor agrees that the taking of a judgment or judgments under any of the covenants or agreements herein contained or under any such security or securities or the entering into any arrangement (including the granting of time), compromise, release or discharge or the termination of any cause, claim or right whatsoever by the Mortgagee with the Mortgagor or any other person or entity, to the exclusion of the Mortgagor or any other person or entity, whether prejudicial or beneficial to any one or more of them, shall not operate as a merger of such covenants and agreements or affect the rights or remedies of the Mortgagee under the covenants herein contained or under any other such security or securities, or of the Mortgagee's security herein by way of a charge against the Mortgaged Premises, or affect the Mortgagee's right to interest at the rate prescribed herein on any amounts owing to the Mortgagee under the covenants contained in this Mortgage, or under any other security or securities, it being understood and agreed that interest at the rate prescribed herein shall run and be included and payable on any judgment or other proceedings taken herein and that any

such judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until such judgment shall have been fully paid and satisfied.

Release of Mortgaged Premises:

9. That the Mortgagee may at any time release any part of the Mortgaged Premises, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the Mortgaged Premises or any of the other covenants or agreements herein contained or releasing any surety or other security, and no person shall have any right to require the mortgage monies to be apportioned.

Costs:

10. That all solicitor's, inspector's, consultant's (including the architect's), valuator's, surveyor's and other fees and expenses for drawing and registering this Mortgage, and for examining the Mortgaged Premises and the title thereto, and for making or maintaining this Mortgage as a first charge on the Mortgaged Premises (save as endorsed hereon) or incurred as a result of default hereunder or of endeavouring to collect with or without suit any money payable hereunder, or of taking, recovering or keeping possession of money payable hereunder, or of taking, recovering or keeping possession of the Mortgaged Premises, and generally in any other proceeding, matter or thing taken or done to protect or realize the security or any other security for this mortgage loan, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Mortgaged Premises or in maintaining, repairing or restoring the Mortgaged Premises notwithstanding that the costs thereof may exceed the principal sum secured hereunder, and in inspecting, leasing, managing or improving the Mortgaged Premises, or in maintaining, repairing or restoring the Mortgaged Premises, including the price or value of any goods of any sort or description supplied to be used on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between solicitor and client, and also an allowance for the time, work and expenses of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise shall be secured hereby and shall (together with interest thereon at the rate then in effect) be a charge on the Mortgaged Premises, shall bear interest at the said rate until paid, all such monies to be repayable to the Mortgagee on demand, or if not demanded, then repayable without demand on the next ensuing installment (whether for interest or principal).

Payments by Mortgagee:

11. That in the event of the mortgage monies advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off shall be final and binding upon the Mortgagor.

Accounting for Revenues:

12. That the Mortgagee shall not be charged with any monies receivable or collectible out of the Mortgaged Premises or otherwise except those actually received, and all revenue of the Mortgaged

Premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Mortgaged Premises, or in payment of taxes or other charges against the Mortgaged Premises, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

Preparation of Discharges:

13. That any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee and the Mortgagee shall after receipt of payment in full as expeditiously as in the circumstances is reasonably possible execute and deliver such discharge to the Mortgagor provided interest as then in effect shall continue to run and accrue until actual payment in full has been received by the Mortgagee.

Payments to Mortgagee:

14. That all payments to be made to the Mortgagee are hereby irrevocably directed to be paid to 506221 Alberta Ltd. All payments under this Mortgage should be made before 2:00 o'clock p.m. (Edmonton time) on any day on which the payment is made. In the event the payment is made after 2:00 o'clock p.m. (Edmonton time) on any particular day, it is understood and agreed that the said payment will be deemed to have been made on the next business day following the date on which payment is made. All payments made by mail shall be deemed received on the day and at the time of actual delivery to the Mortgagee at the address at which the Mortgagee shall require payment to be made; provided however, that any payments made by mail and actually delivered to the Mortgagee after 2:00 o'clock p.m. (Edmonton time) on any particular day shall be deemed to have been made on the next business day following the date on which payment was actually received.

Attornment:

15. That for better securing the punctual payment of the mortgage monies the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Mortgaged Premises at an annual rental equivalent to the annual instalments secured hereby, the same to be paid on each day appointed for the payment of each such installment. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor.

Waiver of Redemption:

16. That the Mortgagor does hereby waive any and all rights, benefits and privileges which may otherwise exist at law or in equity to redeem this Mortgage after any order of any court of competent jurisdiction has been granted for foreclosure or judicial sale of the Mortgaged Premises.

Waiver of Breach:

17. That the waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained or implied, shall not abrogate such covenant, proviso, condition or agreement or be a waiver of any subsequent breach of the same.

Extensions of Time:

18. That no extension of time given or alteration of the interest rate or alteration of principal repayment made by the Mortgagee to the Mortgagor or its assigns or any one claiming under him or any

other dealing by the Mortgagee with the owner of the said lands shall in any way prejudice or affect the rights of the Mortgagee against the Mortgagor or any other person.

Assignment by Mortgagee:

19. That the Mortgagee, without the consent of the Mortgagor, may assign in whole or in part the debt hereunder, this Mortgage and any security collateral to this Mortgage.

Mortgagor's Representations:

20. The Mortgagor represents and warrants to the Mortgagee that:

- 20.1 to provide written notice to the Mortgagee immediately upon the Mortgagor becoming aware that the said land or any adjacent property is being or has been contaminated with regulated, hazardous or toxic substances. Subject to the provisions of paragraph 21.2 the Mortgagor will not cause nor permit any activities on the said land which directly or indirectly could result in the said land or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of this Mortgage, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial, state or local statute, regulation or ordinance now or hereafter in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance.
- 20.2 the Mortgagor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on, or under the said land or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the said land, or incorporated in any improvements thereon. The Mortgagee may, but shall not be obliged to, enter upon the said land and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Mortgagor shall reimburse the Mortgagee on demand for the full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities, unless such contamination was present upon the lands at the date of this Mortgage.

Additional Covenants of Mortgagor:

21. That the Mortgagor further covenants and agrees with the Mortgagee as follows:

- 21.1 the Mortgagor acknowledges that it has been advised by its counsel as to the meaning of Section 49 of the *Expropriation Act*, Alberta, and being fully aware that under the terms of the said Act the Mortgagee may be restricted to recovering the market value of this Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of Section 49 of the *Expropriation Act* and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section 49 of the *Expropriation Act*;

- 21.2 in the event that the Mortgaged Premises, or any part thereof which are secured by this Mortgage, are condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects this mortgage security or any collateral security therefor, the full amount of the principal and interest and any other monies secured by this Mortgage then outstanding, shall, at the election of the Mortgagee, be deemed to become due and payable in full on the day before the said lands were expropriated and interest shall accrue thereon, at the rate then in effect, until the Mortgagee has been paid in full and the Mortgagor shall be estopped from denying otherwise;
- 21.3 the Mortgagor will pay or cause to be paid to the Mortgagee, upon the request of the Mortgagee and from any expropriation the whole of the proceeds thereof and if the Mortgagee elects to accelerate the term of the Mortgage pursuant to the paragraph 21.2 above, together with such additional funds as will retire the full amount of the principal and interest and any other monies then outstanding hereunder;
- 21.4 that the Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the expropriation of the Mortgaged Premises or any part thereof, will notify the Mortgagee of such proceedings;
- 21.5 any monies awarded by an order of the Land Compensation Board with respect to all or any part of the Mortgaged Premises to the extent of the full amount of the indebtedness upon this Mortgage and obligation secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns;
- 21.6 the Mortgagor shall strictly comply with the terms and conditions of all agreements which the Mortgagee has entered into or assumed in relation to the Mortgaged Premises and with any and all requirements imposed upon the Mortgagor pursuant to the approval of any municipal or planning authority having jurisdiction over the subdivision or development of the Mortgaged Premises.

Extended Definition of Mortgagor:

22. That when the context makes it possible the word "Mortgagee" wherever it occurs in this Mortgage shall include the successors and assigns of the Mortgagee and where applicable the mortgage insurer, its successors and assigns, and the words "Mortgagor" shall include the heirs, executors, administrators, successors and assigns of the Mortgagor and the word "person" shall include any body corporate or politic; and the words in the singular include the plural and words importing the masculine gender include females and all covenants herein contained or implied are to be construed as both joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, provisos and agreements herein contained or implied. Reference to any statute includes any successor thereto.

Severability:

23. That if any provision of this Mortgage or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Mortgage, or the application thereof to other circumstances shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law.

Consent and Postponement:

24. The Mortgagee, upon request of the Mortgagor, will unconditionally provide its written consent to subdivision or planning approvals sought by the Mortgagor. Further, provided that the Mortgagor is not in default hereunder, the Mortgagee forthwith, following the request of the Mortgagor, execute and deliver to the municipality such postponement of this Mortgage to any easements and utility rights of way as the municipality shall require to accommodate the installation of any roadways or utilities, on, under of through the Mortgaged Premises. No compensation shall be due to the Mortgagee for such postponements of this Mortgage to any easements or utility right of way.

Law of Property Act:

25. That the Mortgagor hereby waives the provisions of subsections (1) to (4) of Section 41 and subsections (1) to (3) of Section 42 of the *Law of Property Act*, Alberta, and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof, and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to the provisions of the said Section of the *Law of Property Act*.

Charge:

26. That for better securing to the mortgagee repayment in the manner aforesaid of the principal sum and interest and other mortgage monies, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the lands above described.

IN WITNESS WHEREOF the Mortgagor has executed these presents, this 30 day of November, 2011.

CANADA NORTH STRUCTURES INC.

Per:  _____

Per: _____

SCHEDULE "A"

TO THAT VENDOR TAKE BACK MORTGAGE

MADE BETWEEN:

CANADA NORTH STRUCTURES INC.

and

506221 ALBERTA LTD.

Lands

Plan 862 2655

Block E

Excepting thereout all mines and minerals

Area: 5.66 Hectares (13.99 Acres) more or less

Permitted Encumbrances

Caveat re: Lease – Caveator:

Bell Mobility Inc.

P.O. Box 50030

Calgary, Alberta, T2A 7P1

Caveat re: Lease - Caveator:

Experienced Equipment Sales & Rentals Inc.

c/o Mintz Law

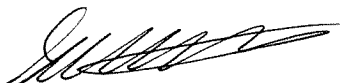
400, 10357 109 Street

Edmonton, Alberta T5J 1N3

TAB D

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON MAY 17, 2018

S
LINC SHORT LEGAL TITLE NUMBER
0010 547 439 8622655;E 132 082 619

LEGAL DESCRIPTION
PLAN 8622655
BLOCK E
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 5.66 HECTARES (13.99 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;53;12;SE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 112 391 453

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
132 082 619	25/03/2013	TRANSFER OF LAND	\$5,700,000	\$5,700,000

OWNERS

1371047 ALBERTA LTD.
OF 14238 134 AVENUE
EDMONTON
ALBERTA T5L 5V8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
022 349 944	17/09/2002	CAVEAT RE : LEASE CAVEATOR - TM MOBILE INC. 200 CONSILIMUM PLACE, SUITE 1600 SCARBOROUGH ONTARIO M1H3J3 AGENT - KEVIN HICKMAN (DATA UPDATED BY: TRANSFER OF CAVEAT 162138104)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

132 082 619

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
102 253 454	21/07/2010	CAVEAT RE : LEASE INTEREST CAVEATOR - EXPERIENCED EQUIPMENT SALES & RENTALS INC. C/O MINTZLAW 400, 10357-109 ST EDMONTON ALBERTA T5J1N3 AGENT - JOHN T A STANTON
112 394 192	07/12/2011	MORTGAGE MORTGAGEE - 506221 ALBERTA LTD. 11210-215 ST EDMONTON ALBERTA T5S2B5 ORIGINAL PRINCIPAL AMOUNT: \$5,600,000
162 138 104	25/05/2016	TRANSFER OF CAVEAT 022349944 TRANSFEREE - TM MOBILE INC. 200 CONSILIUM PLACE, SUITE 1600 SCARBOROUGH ONTARIO M1H3J3 AGENT - KEVIN HICKMAN
162 322 778	16/11/2016	MORTGAGE MORTGAGEE - NORTHLAND MORTGAGE & INVESTMENT CORPORATION. 75 ROCKLAND ROAD CAMPBELL RIVER BRITISH COLUMBIA V9W1N4 ORIGINAL PRINCIPAL AMOUNT: \$750,000
162 322 779	16/11/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - NORTHLAND MORTGAGE & INVESTMENT CORPORATION. 75 ROCKLAND ROAD CAMPBELL RIVER BRITISH COLUMBIA V9W1N4 AGENT - D JONATHAN COOMBS
172 101 430	27/04/2017	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 100, 12230 JASPER AVE EDMONTON ALBERTA T5N3K3 ORIGINAL PRINCIPAL AMOUNT: \$4,000,000
182 114 107	17/05/2018	ORDER

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

132 082 619

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

OWNERS - 2007062 ALBERTA LTD.

18961 - 118A AVENUE NW

EDMONTON

ALBERTA T5S1R2

NEW TITLE ISSUED

AFFECTS INSTRUMENT: 102253454

AFFECTS INSTRUMENT: 112394192

AFFECTS INSTRUMENT: 162322778

AFFECTS INSTRUMENT: 162322779

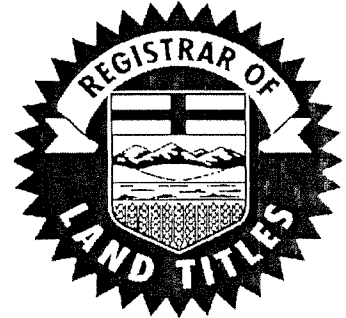
AFFECTS INSTRUMENT: 172101430

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF JUNE,
2018 AT 05:21 P.M.

ORDER NUMBER: 35315907

CUSTOMER FILE NUMBER: 099994-00045



END OF CERTIFICATE

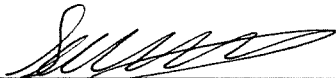
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

TAB E

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR

MORTGAGE AMENDING AGREEMENT

THIS AGREEMENT MADE THIS 9 DAY OF MARCH, 2016

BETWEEN:

1371047 ALBERTA LTD.
of Edmonton, Alberta
(hereinafter called the "Mortgagor")

OF THE FIRST PART

- and -

STAHeli CONSTRUCTION CO. LTD.
of Edmonton, Alberta
(hereinafter called the "Mortgagee")

OF THE SECOND PART

WHEREAS the Mortgagor is the owner of the lands and premises described as follows:

PLAN 8622655
BLOCK E
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 5.66 HECTARES (13.99 ACRES) MORE OR LESS

in a certain Mortgage (hereinafter called the "Mortgage") dated the 30th day of November, 2011 and registered on the 7th day of December, 2011 as instrument number 112 394 192 in the Land Titles Office for the North Alberta Land Registration District, given to the Mortgagee by the Mortgagor to secure payment of certain monies and interest as set out therein;

AND WHEREAS Canada North Structures Inc. sold its interest in the mortgaged lands to 1371047 Alberta Ltd. effective March 25, 2013 and 1371047 Alberta Ltd. assumed the mortgage registered on title in favour of Staheli Construction Co. Ltd.;

AND WHEREAS STAHeli CONSTRUCTION CO. LTD. amalgamated with 506221 ALBERTA LTD. to become STAHeli CONSTRUCTION CO. LTD. registered at Land Titles Office as No. 142378067;

AND WHEREAS the Parties hereto have agreed to amend certain of the terms of the Mortgage;

NOW THEREFORE IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and the covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS AGREED by and between the Parties hereto that the Mortgage shall be amended and varied as follows, namely:

"Principal and Interest".

- 1.1 "the principal sum together with interest on the aforesaid rate shall become due and be paid in one hundred eighty (180) equal and monthly instalments of Forty Four Thousand Two Hundred and Eighty Four Dollars and Forty Four Cents (\$44,284.44), together with interest, with the first payment payable on January 1, 2012."

Shall be amended to read:

the principal sum together with interest on the aforesaid rate shall become due and be paid by equal monthly instalments commencing January 1, 2012 to and including September 1, 2015 by monthly payments of Forty Four Thousand Two Hundred and Eighty Four and 44/100 ----- (\$44,284.44) Dollars each, then, commencing October 1, 2015 to and including January 1, 2017 by monthly payments of Twenty Two Thousand ---xx/100 --- (\$22,000.00) Dollars each, then, commencing February 1, 2017 to and including December 1, 2026 by monthly payments of Forty Eight Thousand Two Hundred and Twelve and ---02/100 --- (\$48,212.02) Dollars each;

To Be Inserted:

- 1.4 final payment and due date of this Mortgage shall be December 1, 2026;
- 1.5 attached and forming part of this Mortgage is an amortization schedule marked Schedule "C".

IT IS HEREBY DECLARED AND AGREED between the Parties hereto that this Agreement shall, from the date hereof, and without prejudice to the present state of the Mortgage Account, be read and construed with the Mortgage, and be treated as a part thereof, and for such purpose and so far as may be necessary to effectuate this Agreement the Mortgage is hereby amended, and the Mortgage as so amended, together with all the covenants and provisions thereof, shall remain in full force and effect, especially the term which states that upon default of the payments as set out herein the full amount of the balance of principal and interest shall become due and payable.

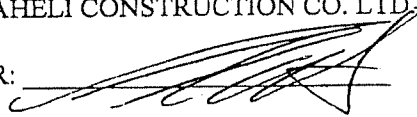
THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever the singular or masculine gender is used in this Agreement the same shall be construed as including the plural or feminine gender where the context or the Parties hereto so require all covenants herein shall be deemed to be joint and several.

IN WITNESS WHEREOF 1371047 ALBERTA LTD. AND STAHOLI CONSTRUCTION CO. LTD. have caused these presents to be signed by its duly authorized Attorneys in that behalf, this 9 day of ~~February~~ ^{March}, 2016. pn

1371047 ALBERTA LTD.

PER: 

STAHOLI CONSTRUCTION CO. LTD.

PER: 

SCHEDULE "C"

Winterburn Mortgage (amended Jan 2016)

1/28/2016 1:08 PM Page 1

Compound Period: Monthly

Nominal Annual Rate: 5.000%

Effective Annual Rate: 5.116%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	9/1/2015	4,565,381.51	1		
2 Payment	10/1/2015	22,000.00	16	Monthly	1/1/2017
3 Payment	2/1/2017	48,212.02	119	Monthly	12/1/2026
4 Payment	1/1/2027	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	9/1/2015				4,565,381.51
2015 Totals		0.00	0.00	0.00	
1	10/1/2015	22,000.00	19,022.42	2,977.58	4,562,403.93
2	11/1/2015	22,000.00	19,010.02	2,989.98	4,559,413.95
3	12/1/2015	22,000.00	18,997.56	3,002.44	4,556,411.51
4	1/1/2016	22,000.00	18,985.05	3,014.95	4,553,396.56
5	2/1/2016	22,000.00	18,972.49	3,027.51	4,550,369.05
6	3/1/2016	22,000.00	18,959.87	3,040.13	4,547,328.92
7	4/1/2016	22,000.00	18,947.20	3,052.80	4,544,276.12
8	5/1/2016	22,000.00	18,934.48	3,065.52	4,541,210.60
9	6/1/2016	22,000.00	18,921.71	3,078.29	4,538,132.31
10	7/1/2016	22,000.00	18,908.88	3,091.12	4,535,041.19
11	8/1/2016	22,000.00	18,896.00	3,104.00	4,531,937.19
12	9/1/2016	22,000.00	18,883.07	3,116.93	4,528,820.26
2016 Totals		264,000.00	227,438.75	36,561.25	
13	10/1/2016	22,000.00	18,870.08	3,129.92	4,525,690.34
14	11/1/2016	22,000.00	18,857.04	3,142.96	4,522,547.38
15	12/1/2016	22,000.00	18,843.95	3,156.05	4,519,391.33
16	1/1/2017	22,000.00	18,830.80	3,169.20	4,516,222.13
17	2/1/2017	48,212.02	18,817.59	29,394.43	4,486,827.70
18	3/1/2017	48,212.02	18,695.12	29,516.90	4,457,310.80
19	4/1/2017	48,212.02	18,572.13	29,639.89	4,427,670.91
20	5/1/2017	48,212.02	18,448.63	29,763.39	4,397,907.52
21	6/1/2017	48,212.02	18,324.61	29,887.41	4,368,020.11
22	7/1/2017	48,212.02	18,200.08	30,011.94	4,338,008.17
23	8/1/2017	48,212.02	18,075.03	30,136.99	4,307,871.18
24	9/1/2017	48,212.02	17,949.46	30,262.56	4,277,608.62

25	10/1/2017	48,212.02	17,823.37	30,388.65	4,247,219.97
26	11/1/2017	48,212.02	17,696.75	30,515.27	4,216,704.70
27	12/1/2017	48,212.02	17,569.60	30,642.42	4,186,062.28
28	1/1/2018	48,212.02	17,441.93	30,770.09	4,155,292.19
29	2/1/2018	48,212.02	17,313.72	30,898.30	4,124,393.89
30	3/1/2018	48,212.02	17,184.97	31,027.05	4,093,366.84
31	4/1/2018	48,212.02	17,055.70	31,156.32	4,062,210.52
32	5/1/2018	48,212.02	16,925.88	31,286.14	4,030,924.38
33	6/1/2018	48,212.02	16,795.52	31,416.50	3,999,507.88
34	7/1/2018	48,212.02	16,664.62	31,547.40	3,967,960.48
35	8/1/2018	48,212.02	16,533.17	31,678.85	3,936,281.63
36	9/1/2018	48,212.02	16,401.17	31,810.85	3,904,470.78
2018 Totals		578,544.24	205,406.40	373,137.84	

37	10/1/2018	48,212.02	16,268.63	31,943.39	3,872,527.39
38	11/1/2018	48,212.02	16,135.53	32,076.49	3,840,450.90
39	12/1/2018	48,212.02	16,001.88	32,210.14	3,808,240.76
40	1/1/2019	48,212.02	15,867.67	32,344.35	3,775,896.41
41	2/1/2019	48,212.02	15,732.90	32,479.12	3,743,417.29
42	3/1/2019	48,212.02	15,597.57	32,614.45	3,710,802.84
43	4/1/2019	48,212.02	15,461.68	32,750.34	3,678,052.50
44	5/1/2019	48,212.02	15,325.22	32,886.80	3,645,165.70
45	6/1/2019	48,212.02	15,188.19	33,023.83	3,612,141.87
46	7/1/2019	48,212.02	15,050.59	33,161.43	3,578,980.44
47	8/1/2019	48,212.02	14,912.42	33,299.60	3,545,680.84
48	9/1/2019	48,212.02	14,773.67	33,438.35	3,512,242.49
2019 Totals		578,544.24	186,315.95	392,228.29	

49	10/1/2019	48,212.02	14,634.34	33,577.68	3,478,664.81
50	11/1/2019	48,212.02	14,494.44	33,717.58	3,444,947.23
51	12/1/2019	48,212.02	14,353.95	33,858.07	3,411,089.16
52	1/1/2020	48,212.02	14,212.87	33,999.15	3,377,090.01
53	2/1/2020	48,212.02	14,071.21	34,140.81	3,342,949.20
54	3/1/2020	48,212.02	13,928.96	34,283.06	3,308,666.14
55	4/1/2020	48,212.02	13,786.11	34,425.91	3,274,240.23
56	5/1/2020	48,212.02	13,642.67	34,569.35	3,239,670.88
57	6/1/2020	48,212.02	13,498.63	34,713.39	3,204,957.49
58	7/1/2020	48,212.02	13,353.99	34,858.03	3,170,099.46
59	8/1/2020	48,212.02	13,208.75	35,003.27	3,135,096.19
60	9/1/2020	48,212.02	13,062.90	35,149.12	3,099,947.07
2020 Totals		578,544.24	166,248.82	412,295.42	

61	10/1/2020	48,212.02	12,916.45	35,295.57	3,064,651.50
62	11/1/2020	48,212.02	12,769.38	35,442.64	3,029,208.86
63	12/1/2020	48,212.02	12,621.70	35,590.32	2,993,618.54
64	1/1/2021	48,212.02	12,473.41	35,738.61	2,957,879.93
65	2/1/2021	48,212.02	12,324.50	35,887.52	2,921,992.41

66 3/1/2021 48,212.02 12,174.97 36,037.05 2,885,978.56 2016 1:08 PM Page 3
67 4/1/2021 48,212.02 12,024.81 36,187.21 2,849,768.15
68 5/1/2021 48,212.02 11,874.03 36,337.99 2,813,430.16
69 6/1/2021 48,212.02 11,722.63 36,489.39 2,776,940.77
70 7/1/2021 48,212.02 11,570.59 36,641.43 2,740,299.34
71 8/1/2021 48,212.02 11,417.91 36,794.11 2,703,505.23
72 9/1/2021 48,212.02 11,264.61 36,947.41 2,666,557.82
2021 Totals 578,544.24 145,154.99 433,389.25
73 10/1/2021 48,212.02 11,110.66 37,101.36 2,629,456.46
74 11/1/2021 48,212.02 10,956.07 37,255.95 2,592,200.51
75 12/1/2021 48,212.02 10,800.84 37,411.18 2,554,789.33
76 1/1/2022 48,212.02 10,644.96 37,567.06 2,517,222.27
77 2/1/2022 48,212.02 10,488.43 37,723.59 2,479,498.68
78 3/1/2022 48,212.02 10,331.24 37,880.78 2,441,617.90
79 4/1/2022 48,212.02 10,173.41 38,038.61 2,403,579.29
80 5/1/2022 48,212.02 10,014.91 38,197.11 2,365,382.18
81 6/1/2022 48,212.02 9,855.76 38,356.26 2,327,025.92
82 7/1/2022 48,212.02 9,695.94 38,516.08 2,288,509.84
83 8/1/2022 48,212.02 9,535.46 38,676.56 2,249,833.28
84 9/1/2022 48,212.02 9,374.31 38,837.71 2,210,995.57
2022 Totals 578,544.24 122,981.99 455,562.25
85 10/1/2022 48,212.02 9,212.48 38,999.54 2,171,996.03
86 11/1/2022 48,212.02 9,049.98 39,162.04 2,132,833.99
87 12/1/2022 48,212.02 8,886.81 39,325.21 2,093,508.78
88 1/1/2023 48,212.02 8,722.95 39,489.07 2,054,019.71
89 2/1/2023 48,212.02 8,558.42 39,653.60 2,014,366.11
90 3/1/2023 48,212.02 8,393.19 39,818.83 1,974,547.28
91 4/1/2023 48,212.02 8,227.28 39,984.74 1,934,562.54
92 5/1/2023 48,212.02 8,060.68 40,151.34 1,894,411.20
93 6/1/2023 48,212.02 7,893.38 40,318.64 1,854,092.56
94 7/1/2023 48,212.02 7,725.39 40,486.63 1,813,605.93
95 8/1/2023 48,212.02 7,556.69 40,655.33 1,772,950.60
96 9/1/2023 48,212.02 7,387.29 40,824.73 1,732,125.87
2023 Totals 578,544.24 99,674.54 478,869.70
97 10/1/2023 48,212.02 7,217.19 40,994.83 1,691,131.04
98 11/1/2023 48,212.02 7,046.38 41,165.64 1,649,965.40
99 12/1/2023 48,212.02 6,874.86 41,337.16 1,608,628.24
100 1/1/2024 48,212.02 6,702.62 41,509.40 1,567,118.84
101 2/1/2024 48,212.02 6,529.66 41,682.36 1,525,436.48
102 3/1/2024 48,212.02 6,355.99 41,856.03 1,483,580.45
103 4/1/2024 48,212.02 6,181.59 42,030.43 1,441,550.02
104 5/1/2024 48,212.02 6,006.46 42,205.56 1,399,344.46
105 6/1/2024 48,212.02 5,830.60 42,381.42 1,356,963.04
106 7/1/2024 48,212.02 5,654.01 42,558.01 1,314,405.03
107 8/1/2024 48,212.02 5,476.69 42,735.33 1,271,669.70
108 9/1/2024 48,212.02 5,298.62 42,913.40 1,228,756.30

109	10/1/2024	48,212.02	5,119.82	43,092.20	1,185,664.10
110	11/1/2024	48,212.02	4,940.27	43,271.75	1,142,392.35
111	12/1/2024	48,212.02	4,759.97	43,452.05	1,098,940.30
112	1/1/2025	48,212.02	4,578.92	43,633.10	1,055,307.20
113	2/1/2025	48,212.02	4,397.11	43,814.91	1,011,492.29
114	3/1/2025	48,212.02	4,214.55	43,997.47	967,494.82
115	4/1/2025	48,212.02	4,031.23	44,180.79	923,314.03
116	5/1/2025	48,212.02	3,847.14	44,364.88	878,949.15
117	6/1/2025	48,212.02	3,662.29	44,549.73	834,399.42
118	7/1/2025	48,212.02	3,476.66	44,735.36	789,664.06
119	8/1/2025	48,212.02	3,290.27	44,921.75	744,742.31
120	9/1/2025	48,212.02	3,103.09	45,108.93	699,633.38
2025 Totals		578,544.24	49,421.32	529,122.92	
121	10/1/2025	48,212.02	2,915.14	45,296.88	654,336.50
122	11/1/2025	48,212.02	2,726.40	45,485.62	608,850.88
123	12/1/2025	48,212.02	2,536.88	45,675.14	563,175.74
124	1/1/2026	48,212.02	2,346.57	45,865.45	517,310.29
125	2/1/2026	48,212.02	2,155.46	46,056.56	471,253.73
126	3/1/2026	48,212.02	1,963.56	46,248.46	425,005.27
127	4/1/2026	48,212.02	1,770.86	46,441.16	378,564.11
128	5/1/2026	48,212.02	1,577.35	46,634.67	331,929.44
129	6/1/2026	48,212.02	1,383.04	46,828.98	285,100.46
130	7/1/2026	48,212.02	1,187.92	47,024.10	238,076.36
131	8/1/2026	48,212.02	991.98	47,220.04	190,856.32
132	9/1/2026	48,212.02	795.23	47,416.79	143,439.53
2026 Totals		578,544.24	22,350.39	556,193.85	
133	10/1/2026	48,212.02	597.66	47,614.36	95,825.17
134	11/1/2026	48,212.02	399.27	47,812.75	48,012.42
135	12/1/2026	48,212.02	200.05	48,011.97	0.45
136	1/1/2027	0.00	-0.45	0.45	0.00
2027 Totals		144,636.06	1,196.53	143,439.53	
Grand Totals		6,089,230.38	1,523,848.87	4,565,381.51	

Last interest amount decreased by 0.45 due to rounding.

TAB F

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

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR



Building a better
working world

Ernst & Young Inc.
EPCOR Tower
Suite 1400, PO Box 44
10423 - 101 Street
Edmonton, AB T5H 0E7

Tel: (780) 423-5811
Fax: (780) 428-8977
www.ey.com/ca

March 23, 2018

506221 Alberta Ltd.
11210 - 215 Street
Edmonton, AB T5S 2B5

506221 Alberta Ltd.
c/o 8623 149 Street
Edmonton, AB T5R 1B3

Dear Sir/Madam:

**Re: Canada North Group - CCAA Proceedings - Court of Queen's Bench Action
Number 1703 12327 - 1371047 Alberta Ltd. - Mortgage held by 506221 Alberta
Ltd. bearing Instrument Number 112 394 192**

With reference to the above captioned matter, we confirm that Ernst & Young Inc. ("EY") is the Court-appointed Monitor of the Canada North Group, including 1371047 Alberta Ltd. ("137").

We understand that 506221 Alberta Ltd. ("506") holds first mortgage security on property legally described as Plan 8622655, Block E, Excepting thereout all mines and minerals (the "Winterburn Property").

By Order of the Court of Queen's Bench dated December 8, 2017, all creditors were to have provided to the Monitor a Proof of Claim no later than 5:00 PM, January 19, 2018, failing which the claim would be forever barred and unenforceable as against members of the Canada North Group, including 137.

The Monitor does not have a record of having received a Proof of Claim from 506.

We enclose for your reference a Proof of Claim package.

We ask that you please complete it and submit it to our office as soon as possible along with an explanation as to why the claim was not submitted prior to the Claims Bar Date.

Please note that the Monitor will need to consider whether to extend the time for acceptance of the claim but for immediate purposes does require that you do please submit the claim. This request by the Monitor for you to submit a claim does not necessarily mean that the claim will ultimately be accepted in the CCAA proceedings or that the Monitor has agreed to extend the time for its receipt.

We ask that you please ensure the claim is submitted and ask that your legal counsel contact the Monitor's legal counsel, Darren R. Bieganek, QC at Duncan Craig LLP. Mr. Bieganek can be reached at 780-441-4386 to discuss the matter further.

Yours truly,

Matt McCulloch, CA, CPA, CIRP, LIT
Senior Vice President

INSTRUCTION LETTER
FOR THE CLAIMS PROCESS FOR 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 "Canada North Group")

1. Claims Procedure

By order of the Court of Queen's Bench of Alberta dated December 6, 2017 (as may be amended or restated from time to time, (the "**Claims Process Order**"), in the proceeding commenced by the Canada North Group under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Canada North Group (the "**Monitor**"), has been authorised to conduct a claims process with respect to claims against the Canada North Group entities (the "**Claims Process**"). A copy of the Claims Process Order may be found on the Monitor's Website at: www.ey.com/ca/canadanorthgroup. Capitalised terms used in this letter which are not defined in this letter shall have the meaning ascribed to them in the Claims Process Order.

This letter provides instructions for completing the Proof of Claim for a **Claim** and / or a **Restructuring Claim**. A blank Proof of Claim is included with this letter.

The Claims Process is intended for:

- i. any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against any of the Canada North Group entities and/or any of their Directors and/or Officers arising before the Commencement Date; and/or
- ii. any Restructuring Claim arising on or after the Commencement Date as a result of a restructuring, disclaimer, resiliation, termination or breach by any of the Canada North Group entities on or after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of Claims Process Order.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address below.

All enquiries with respect of the Claims Process should be addressed to:

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta T5H 0E7

Attention: Franca Mazzulla
Email: canadanorthgroup.monitor@ca.ey.com
Phone: 1-855-943-4472
Fax: 780-229-2997

2. For Claimants Submitting a Proof of Claim

i) Claims

You are required to file a Proof of Claim in respect of a Claim, in the form enclosed herewith, and **ensure that it is received by the Monitor by 5:00 p.m. (Mountain Time) on January 19, 2018** (the "**Claims Bar**")

Date") to avoid the barring and extinguishment of any Claim (other than a Restructuring Claim) that you may have against any of the Canada North Group entities and/or any of their Directors and/or Officers.

ii) Restructuring Claims

To avoid the barring and extinguishment of any Restructuring Claim you may have against any of the Canada North Group entities and/or any of their Directors and/or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by the later of: (a) the Claims Bar Date; and (b) 5:00 p.m. (Mountain Time) on the day which is ten (10) Business Days after the date of the Notice of Disclaimer or Resiliation sent to you (the "Restructuring Claims Bar Date").

Additional Proof of Claim forms can be found on the Monitor's website at www.ey.com/ca/canadanorthgroup or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and email address.

If you are submitting your Proof of Claim for a Claim or a Restructuring Claim electronically, please submit the Proof of Claim and supporting documents in PDF form and ensure that the name of the file is [legal name of Claimant]poc.pdf. If you submit your claim electronically and you do not receive an email confirming receipt of your Proof of Claim within one (1) business day of submitting the Proof of Claim, your Proof of Claim has not been successfully received by the Monitor and you should submit your Proof of Claim using an alternate method.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM OR RESTRUCTURING CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

- A. YOUR CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY MEMBER OF THE CANADA NORTH GROUP AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS;
- B. YOU SHALL NOT BE PERMITTED TO VOTE ON THE PLAN OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;
- C. YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CLAIMANT IN THE CCAA PROCEEDINGS OF ANY MEMBER OF THE CANADA NORTH GROUP

Please note that the submission and receipt of a Proof of Claim in respect of a Claim or a Restructuring Claim is not in and of itself acceptance of such Proof of Claim. All Proofs of Claim submitted are subject to review by the Monitor.

PROOF OF CLAIM
AGAINST 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 "Canada North Group")

Please read the enclosed Instruction Letter prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated December 6, 2017, as may be amended or restated from time to time.

1. Particulars of Claimant

- a. Please complete the following (Full legal name should be the name of the original Claimant, regardless of whether an assignment of a Claim, or a portion thereof, has occurred) and Full Mailing Address of the Claimant (the Original Claimant, not the Assignee.)

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
Email Address:	
Attention (Contact Person):	

- b. Has the Claim been sold, transferred or assigned by the Claimant to another party (an Assignee")

Yes: ☐

No: ☐

2. Particulars of Assignee (if any)

- a. Please complete the following if all or a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
Email Address of Assignee:	
Attention (Contact Person):	

Proof of Claim

I, _____, (name of individual Claimant or Representative of corporate Claimant), of _____ (City, Province or State) do hereby certify:

that I ☐ am a Claimant; OR

☐ am _____ (state position or title) of _____ (name of corporate Claimant) which is a Claimant;

that I have knowledge of all the circumstances connected with the Claim referred to below;

that _____ (name of applicable Canada North Group entity and/or Directors and/or Officers) was and still is indebted to the Claimant as follows;

CLAIM (other than a Restructuring Claim):

\$ _____ (insert value of Claim)

RESTRUCTURING CLAIM

\$ _____ (insert value of Claim arising after the Commencement Date resulting from the restructuring, disclaimer, resiliation, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

that the Claimant's Claim and the Claimant's invoices, statements and/or supporting documents attached are denominated in:

☐ Canadian Dollars

☐ U.S. Dollars

☐ Other _____ (stipulate other currency referenced)

A. TOTAL CLAIM(S): \$ _____

Nature of Claim:

(Check and complete appropriate category)

☐ A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of any of the Canada North Group entities are pledged as security.

☐ B. SECURED CLAIM OF \$ _____. That in respect of this debt, assets of _____ (insert name of applicable Canada North Group entity) valued at \$ _____ are pledged to me as security, particulars of which are as follows.

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, name of any co-obligor or indemnitor, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Canada North Group entities to the Claimant and estimated value of such security. Where a claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your claim or enclose a draft Notice of Civil Claim.)

Filing of Claims:

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (Mountain Time) on January 19, 2018 (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Commencement Date resulting from a restructuring, disclaimer, rescission, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement, or arrangement of any nature whatsoever, whether written or oral, must be received by the Monitor by the later of (a) the Claims Bar Date, and (b) by 5:00 p.m. (Mountain Time) on the day which is ten (10) Business Days after the date of the applicable Notice of Disclaimer or Resiliation (the "Restructuring Claims Bar Date")

Failure to file your proof of claim as directed by the Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a claim against any of the Canada North Group entities and/or any of their Directors and/or Officers.

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta T5H 0E7

Attention: Franca Mazzulla
Email: canadanorthgroup.monitor@ca.ey.com
Phone: 1-855-943-4472
Fax: 780-229-2997

DATED this _____ day of _____, 201_.

Witness: _____

Per: _____

Print name of Claimant: _____

If Claimant is not an individual, print name and title of authorised signatory.

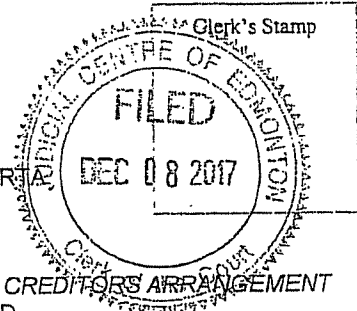
Name: _____

Title: _____

COURT FILE NUMBER 1703 12327

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON



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

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF CANADA
NORTH GROUP INC., CANADA NORTH CAMPS INC., CAMPCORP
STRUCTURES LTD., D.J. CATERING LTD., 816956 ALBERTA LTD.,
1371047 ALBERTA LTD. and 1919209 ALBERTA LTD.

DOCUMENT CLAIMS PROCESS ORDER

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Stephanie A. Wanke
Oviatt Law
#401, 10408 124 Street
Edmonton, Alberta T5N 1R5
(t) 780.809.2219
(f) 780.669.7215
(e) stephanie.wanke@oviattlaw.com
File No. 37060-00001

I hereby certify this to be a
true copy of the original.
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: December 6, 2017

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice K.G. Nielsen

LOCATION OF HEARING: Edmonton, Alberta

UPON the application of Canada North Camps Inc., D.J. Catering Ltd., Campcorp Structures Ltd., Canada North Group Inc., 816956 Alberta Ltd., 1371047 Alberta Ltd. AND 1919209 Alberta Ltd. (the "Canada North Group"); AND UPON having read the Fifth Report of the Ernst and Young Inc., in its capacity as Monitor of the Applicants (the "Monitor"), filed; AND UPON hearing from counsel for the Applicants, counsel for the Monitor and such other counsel as are present, **IT IS HEREBY ORDERED AND DECLARED THAT:**

DEFINITIONS AND INTERPRETATION

1. All capitalised terms not otherwise defined in this Claims Process Order shall have the definitions set out in Schedule "A" hereto.
2. All references herein to time shall mean Mountain Time, being the local time in Alberta, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

3. All references to the word "including" shall mean "including, without limitation."
4. All references to the singular herein include the plural, the plural include the singular and any gender includes all genders.

GENERAL PROVISIONS

5. The Claims Process, including the Claims Bar Date and the Restructuring Claims Bar Date is hereby approved.
6. If any Claim arose in a currency other than Canadian dollars, then the Person making the Claim shall complete its Proof of Claim, indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. Where no currency is indicated, the Claim shall be presumed to be in Canadian dollars. The Monitor shall subsequently calculate the amount of such Claim in Canadian Dollars, using the Reuters closing rate on the Commencement Date (as found at <http://www.reuters.com/finance/currencies>).

MONITOR'S ROLE

7. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other Orders of the Court in the CCAA Proceeding, is hereby directed and empowered to implement the Claims Process set out herein, including the determination of Claims of Claimants and the referral of any Claim to the Court and to take such other actions and fulfill such other roles as are authorized by this Claims Process Order or incidental thereto.
8. The Monitor is hereby authorised to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed and the time in which they are submitted and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Process Order, including in respect of the completion, execution and time of delivery of such forms, and may request any further documentation from a Claimant that the Monitor, in consultation with the Canada North Group, may determine is necessary or desirable in order to enable it to determine the validity and/or quantum of a Claim.
9. Notwithstanding any other deadline in this Order, with respect to Canadian Western Bank's ("CWB") valuation of its security, CWB shall be entitled to revise its Proofs of Claim and file such revised Proofs of Claim with the Monitor no later than fourteen (14) days prior to any Meeting Date.
10. The Monitor, exercising its reasonable judgement, may schedule an application or applications with the Court on notice to the affected parties to seek approval of a process for the resolution of any dispute in connection with the Intercompany Claims and any other disputes of Claimants, including a process regarding requests for the production of documents or any oral examinations.

NOTICE OF CLAIMS

11. Within five (5) Business Days following the date of this Claims Process Order, the Monitor shall cause a Claims Package to be sent to:
 - (a) Each known Claimant with a Claim as evidenced in the books and records of the Canada North Group as of the Commencement Date in accordance with paragraph 30 of this Claims Process Order; and
 - (b) Each party having provided contact information to the Service List.
12. Within ten (10) Business Days following the date of this Claims Process Order, the Monitor shall cause the Newspaper Notice to be published for one (1) Business Day in the Globe and Mail (National Edition) and the Edmonton Journal.
13. Within five (5) Business Days following the date of this Claims Process Order, the Monitor shall post on the Monitor's Website a copy of this Claims Process Order, a blank Proof of Claim form, the Instruction Letter and a blank Notice of Dispute form.
14. To the extent that any Claimant requests documents relating to the Claims Process prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or the Monitor becomes aware of any further Claimants, the Monitor shall forthwith cause a Claims Package to be sent to the Claimant, direct the Claimant to the documents posted on the Monitor's Website, or otherwise respond to the request relating to the Claims Process as may be appropriate in the circumstances.
15. Subject to further order of the Court, any Notice of Disclaimer or Resiliation issued by a member of the Canada North Group must be issued by such Canada North Group entity at least thirty (30) days prior to a scheduled Meeting Date, if any, or any adjournment thereof. Any Notice of Disclaimer or Resiliation delivered to a Person after the date of this Claims Process Order shall be accompanied by a Claims Package.

NOTICE SUFFICIENT

16. The forms of Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute and Newspaper Notice substantially in the forms attached to this Claims Process Order as Schedules "B", "C", "D", "E", and "F", respectively, are hereby approved. Schedule "G", Canada North Claims Process Key Dates, is also approved. Despite the forgoing, the Monitor, in consultation with the Canada North Group, may, from time to time, make minor changes to such forms as the Monitor, in consultation with the Canada North Group, may consider necessary or desirable and may make such changes to the key dates as are permitted pursuant to the terms hereof.

17. Publication of the Newspaper Notice, the mailing to the known Claimants of a Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Bar Date and the Restructuring Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Process Order.

FILING PROOFS OF CLAIM FOR CLAIMS OTHER THAN RESTRUCTURING CLAIMS

18. Subject to paragraph 21 hereof, any Claimant who wishes to assert a Claim (other than a Restructuring Claim) against any of the members of the Canada North Group and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 31 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
19. Subject to paragraph 21 hereof, any Person who does not file a Proof of Claim as provided for in paragraph 18 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor, in consultation with the Canada North Group, may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the Canada North Group entities and/or any of the Directors and/or Officers and all such Claims shall forever be extinguished;
 - (b) not be permitted to vote on any Plan on account of such Claim;
 - (c) not be permitted to participate in any distribution under the Plan on account of such Claim(s); and
 - (d) not be entitled to receive further notice in respect of the Claims Process, these CCAA Proceedings or the Meeting Dates.
20. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims shall not be required to file a Proof of Claim and their claims shall not be extinguished or affected by this Claims Process Order and, for greater certainty, paragraph 19 shall not apply to the Unaffected Claims. Notwithstanding anything to the contrary contained herein, an Unaffected Creditor shall, if so requested by the Monitor, for information purposes only, provide a statement of accounts by the Claims Bar Date, and an updated statement of accounts as may be requested by the Monitor from time to time.

FILING PROOFS OF CLAIM FOR RESTRUCTURING CLAIMS

21. Notwithstanding paragraphs 18 and 19 hereof, any Claimant who wishes to assert a Restructuring Claim against any member of the Canada North Group and/or any Director and/or Officer shall file a Proof of Claim with the Monitor in the manner set out in paragraph 31 hereof so that the Proof of Claim is received by the Monitor no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date), shall apply equally to any Restructuring Claims.
22. Any Person that does not file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 21 hereof, so that the Proof of Claim is received by the Monitor on or before the Restructuring Claims Bar Date, or such later date as the Monitor, in consultation with the Canada North Group, may agree in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Restructuring Claim against any of the Canada North Group entities and/or any of the Directors and/or Officers and all such Restructuring Claims shall be forever extinguished;
 - (b) not be permitted to vote on the Plan on account of such Restructuring Claim(s);
 - (c) not be permitted to participate in any distribution under any Plan on account of such Restructuring Claim(s); and,
 - (d) not be entitled to receive further notice in respect of the Claims Process, these CCAA Proceedings or the Meeting Dates (unless such Person is also a Claimant with a Claim other than such Restructuring Claim entitling such Person to further notice in these proceedings).

ADJUDICATION OF CLAIMS

23. The Monitor, in consultation with the Canada North Group, shall review all Proofs of Claim and other Claims Process materials received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and shall accept, revise or disallow each Pre-Commencement Claim and each Restructuring Claim, as applicable, as set out therein. If the Monitor, in consultation with the Canada North Group, wishes to revise or disallow a Pre-Commencement Claim or a Restructuring Claim, the Monitor shall, by no later than February 19, 2018 or thirty (30) Business Days after the Restructuring Claims Bar Date, as applicable, send such Claimant a Notice of Revision or Disallowance advising that the Claimant's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefore. If the Monitor does not send a Notice of Revision or Disallowance to a Claimant by such date or such other date as may be determined by the Monitor, in consultation with the Canada North Group, and on notice to the Claimant, the Claim set out in the applicable Proof of Claim shall be a Proven Claim for voting and/or distribution purposes. Unless otherwise agreed to by the Monitor, in

consultation with the Canada North Group, or ordered by the Court, all Claims set out in Proofs of Claim that are filed after the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, are deemed to be disallowed and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.

24. Any Claimant who is sent a Notice of Revision or Disallowance pursuant to paragraph 23 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver to the Monitor:

- (a) a completed Notice of Dispute ; and
- (b) an application filed with the Court appealing the Notice of Revision or Disallowance (the "Application")

by no later than 5:00 pm Mountain Time the day which is ten (10) Business Days after the date of the applicable Notice of Revision or Disallowance is sent or such other date as may be agreed to by the Monitor. If a Claimant fails to deliver a Notice of Dispute and Application by such date, the Claimant shall be deemed to accept the classification and amount of its Claim as set out in the applicable Notice of Revision or Disallowance and the Claim as set out in the application Notice of Revision or Disallowance, if any, shall be deemed to be a Proven Claim for voting and/or distribution purposes.

25. Upon receipt of a Notice of Dispute and Application, the Monitor, in consultation with the Canada North Group, may attempt to consensually resolve the disputed Claim.
26. If the Monitor, in consultation with the Canada North Group, and the Claimant consensually resolve the disputed Claim, such Claim (as resolved) shall be a Proven Claim.
27. If the disputed Claim cannot be consensually resolved within five (5) Business Days of receipt of the Notice of Dispute and Application, the Monitor, the Canada North Group and the Claimants will forthwith coordinate a date for the hearing or hearings of the Applications, as the circumstances warrant, to determine the Claimant's appeal. On such hearing, the Claimant shall be considered the applicant.
28. Notwithstanding any other provision of this Order, the Monitor may refer any Claim to the Court for adjudication by sending written notice to the Claimant at any time, including, for greater certainty, in lieu of sending a Notice of Revision or Disallowance to any Claimant.

NOTICE OF TRANSFEREES

29. Subject to the terms of the order fixing a Meetings Date and the Plan if, after the Commencement Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Canada North Group shall be obligated to give notice or otherwise deal with the

transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment shall have been received and acknowledged by the relevant member of the Canada North Group and the Monitor in writing and the Monitor has acknowledged such transfer through written notice to the transferor and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to the receipt and acknowledgement by the relevant member of the Canada North Group and the Monitor of the delivery of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which a member of the Canada North Group may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the Canada North Group entities. Reference to a transfer in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

SERVICES AND NOTICES

30. The Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver the Claims Package, any Notices of Revision or Disallowance, any letters, notices or other documents to a Claimant or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Canada North Group entities or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received:

- (a) If sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than Alberta) and the seventh Business Day after mailing outside of Canada;
- (b) If sent by courier or personal delivery, on the next Business Day following dispatch;
- (c) If delivered by electronic transmission, by 5:00 p.m. (Mountain Time) on a Business Day on such Business Day and if delivered after 5:00 p.m. (Mountain Time) or other than a Business Day, on the following Business Day.

31. Any Proofs of Claim, Notice of Dispute or other notice or communication to be provided or delivered by a Claimant to the Monitor under this Claims Process Order, shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery, facsimile or email addressed to:

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta

Attention: [X]
Email: [X]
Fax: [X]

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof by the Monitor before 5:00 p.m. (Mountain Time) on a Business Day or, if delivered after 5:00 p.m. (Mountain Time), on the next Business Day.

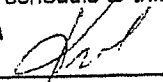
32. If during any period which notice or other communications are being given pursuant to this Claims Process Order, a postal strike or postage work stoppage of general application should occur, such notice or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective, and notices and other communications given hereunder during the course of any such postage strike or work stoppage of general application shall only be effective if given by courier, personal delivery, email, facsimile or posting on the Monitor's Website.
33. In the event this Claims Process Order is later amended by further Order of the Court, the Monitor may post such further Order on the Monitor's Website and serve such further Order on the Service List, and such posting and service shall constitute adequate notice to Claimants of such amended claims procedure.

MISCELLANEOUS

34. Notwithstanding any other provisions of this Claims Process Order, the solicitation by the Monitor of Proofs of Claim, and the filing by any Claimant of any Proof of Claim shall not, for that reason only, grant any Person standing in these CCAA Proceedings or rights under any proposed Plan.
35. Nothing in this Claims Process Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Unaffected Claims by the Canada North Group into particular affected or unaffected classes for the purpose of a Plan.
36. Nothing in this Order shall prejudice the rights and remedies of any Directors, Officers or other Persons under the Directors' Charge, any other Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Canada North Group's insurance and any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors, Officers, or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim or a Directors/Officers Claim from the insurer or derivatively through the Director, Officer or any other Person, including any member of the Canada North Group; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies

of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or Directors/Officers Claim or portion thereof for which the Person receives payment directly from, or confirmation that she is covered by, the Canada North Group's insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors, Officers or other Persons shall not be recoverable as against the Canada North Group or a Director, Officer, or other Person, as applicable.

37. The Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Proven Claim, as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, including any secured claim, shall continue in full force and effect and be final for all purposes (except as expressly stated in any Notice of Disallowance or Revision or settlement or order of the Court), including in respect of any Plan and voting thereon (unless provided for otherwise in any Order of Court), and, including for any distribution made to Claimants of any of the Canada North Group entities, whether in these CCAA Proceedings or in any of the proceedings authorised by this Court or permitted by statute, including a receivership proceeding or bankruptcy affecting any member of the Canada North Group.
38. Notwithstanding the terms of this Claims Process Order, the Canada North Group and the Monitor may apply to this Court from time to time for advice and directions from this Court with respect to this Claims Process Order, including the Claims Process and the schedules to this Claims Process Order, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Order, including any schedule to this Order.

11  11

J.C.Q.B. R.G. Wilson
DECEMBER 7, 2017

Schedule "A"
Definitions

"Business Day" means any day, other than a Saturday, Sunday or holiday, on which banks in Alberta are generally open for business;

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

"CCAA Charge" means any of the charges granted by the Court in the CCAA Proceedings pursuant to the Initial Order and any further Orders of the Court;

"CCAA Proceedings" means the CCAA proceedings commenced by the Canada North Group, being Court of Queen's Bench Action No. 1703 12327, on the July 5, 2016 pursuant to the Initial Order;

"Claim" means (i) any Pre-Commencement Claim, (ii) any Restructuring Claim; (iii) any Intercompany Claim, or (iv) any Directors/Officers Claim;

"Claimant" means any Person asserting a Claim, and includes, without limitation, the transferee or assignee of a transferred Claim that is recognised in accordance with paragraph 29 of the Claims Process Order, or a trustee, liquidator, receiver, manager or other Person acting on behalf of such Person;

"Claims Bar Date" means January 19, 2018 at 5:00 p.m. (Mountain Time) or such other date as may be ordered by the Court;

"Claims Package" means the document package which includes a copy of (i) this Claims Process Order; (ii) the Instruction Letter, (iii) a blank Proof of Claim, and (v) such other materials as the Monitor, in consultation with the Canada North Group, considers necessary or appropriate;

"Claims Process" means the call for claims to be administered by the Monitor, in consultation with the Canada North Group, pursuant to the terms of this Claims Process Order;

"Claims Process Order" means this Order establishing a claims process;

"Commencement Date" means, with respect to Canada North Group Inc., Canada North Camps Inc., Campcorp Structures Ltd. and D.J. Catering Ltd. **June 26, 2017** and with respect to 816956 Alberta Ltd., 1371047 Alberta Ltd. and 1909209 Alberta Ltd, **July 5, 2017**;

"Court" means the Court of Queen's Bench of Alberta;

"Director" means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any one or more members of the Canada North Group;

"Directors/Officers Claim" means any right or claim of any Person against one or more of the Directors and/or Officers that relates to a Pre-Commencement Claim or a Restructuring Claim, however arising, for which the Directors and/or Officers are by statute or otherwise by law liable to pay in their capacity as Directors and/or Officers;

"Dispute Package" means, with respect to any Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute;

"**Initial Order**" means the Order of this Honourable Court granted on July 5, 2017 in these CCAA Proceedings, as amended;

"**Instruction Letter**" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule "B"**;

"**Intercompany Claim**" means any Claim of a member of the Canada North Group against another member of the Canada North Group (including for greater certainty any amount secured by one of the CCAA Charges)

"**Lien**" means any valid and enforceable mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;

"**Meeting Date**" means the date set for the meeting of the Canada North Group's Claimants, to be set by further Order of the Court;

"**Monitor**" means Ernst & Young Inc., in its capacity as Court-appointed Monitor pursuant to the Initial Order;

"**Monitor's Website**" means the website located at:
<http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410>;

"**Newspaper Notice**" means the notice of Claims Process to be published in the newspapers listed in paragraph 12 of this Claims Process Order, calling for any and all Claims of Claimants against the Canada North Group in substantially the form attached hereto as **Schedule "F"**;

"**Notice of Disclaimer or Resiliation**" means a written notice in any form issued on or after the Commencement Date by a member of the Canada North Group, with the prior consent of the Monitor, advising a Person of the restructuring, disclaimer, resiliation, termination or breach of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Claims Process Order;

"**Notice of Dispute**" means the notice that may be delivered by a Claimant who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be in substantially the form attached hereto as **Schedule "E"**;

"**Notice of Revision or Disallowance**" means the notice that may be delivered by the Monitor to a Claimant advising that the Monitor has revised or disallowed in whole or in part such Claimant's Claim as set out in its Proof of Claim, which notice shall be substantially in the form attached hereto as **Schedule "D"**;

"**Officer**" means any Person who was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any one or more members of the Canada North Group;

"**Person**" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organisation, governmental authority, syndicate or other entity, whether or not having legal status;

"Plan" means any plan of compromise or arrangement of the Canada North Group pursuant to the CCAA, or any scheme of distribution by a trustee in bankruptcy of the Canada North Group under the *Bankruptcy and Insolvency Act*.

"Pre-Commencement Claim" means any right or claim of any Person that may be asserted or made in whole or in part against the Canada North Group (or any of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an agreement, event, fact, act or omission or other matter which occurred, was entered into or relates in whole or in part prior to the Commencement Date, at law or in equity by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership or title to property or assets, any other claim on property or assets (including a royalty right or intellectual property right), or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any members of the Canada North Group or any of their property or assets, any whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not any right or claim is executive or anticipatory in nature including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable in bankruptcy had the Canada North Group (or any of them) become bankrupt on the Commencement Date and, for greater certainty, includes any Tax Claim; provided, however, that "Pre-Commencement Claim" shall not include an Unaffected Claim;

"Proof of Claim" means the form to be completed and filed by a Claimant setting forth its proposed Claim, which shall be substantially in the form attached hereto as **Schedule "C"**;

"Proven Claim" means the amount, status and/or validity of the Claim of a Claimant finally determined in accordance with the Claims Process, which shall be final and binding for voting and/or distribution purposes under the Plan or otherwise. A Claim will be "finally determined" and become a Proven Claim in accordance with the Claims Process if:

- i. A Claimant filed a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Monitor has not sent a Notice of Revision or Disallowance by the deadline set out in paragraph 23 of this Claims Process Order;
- ii. The Monitor has sent the Claimant a Notice of Revision or Disallowance in accordance with the Claims Process and the Claimant has not sent a Notice of Dispute and Application in response by the deadline set out in paragraph 24 of this Claims Process Order;
- iii. The Claimant sent a Notice of Dispute and Application by the deadline set out in paragraph 24 of this Claims Process Order and the Monitor and the Claimant have consensually resolved the disputed Claim; or
- iv. The Court has made a determination with respect to the Claim and no appeal or application for appeal therefrom has been taken or served on either party, or if any appeal(s) or applications for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) such appeal(s) or application(s) have been dismissed, determined or withdrawn;

"Restructuring Claim" means any right or claim of any Person against the Canada North Group (or any of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Canada North Group (or any of them) to such Person arising out of the restructuring, disclaimer, rescission, termination or breach on or after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, rescission, termination or breach took place or takes place before or after the date of this Claims Process Order; provided, however, that "Restructuring Claim" shall not include an Unaffected Claim;

"Restructuring Claims Bar Date" means the later of (i) the Claims Bar Date; and (ii) 5:00 p.m. (Mountain Time) on the day that is ten (10) Business Days after the date the applicable Notice of Disclaimer or Rescission is given by the Canada North Group (or any of them) to the Claimant or (iii) such other date as may be ordered by the Court;

"Tax" or "Taxes" means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions.

"Tax Claim" means any Claim against the Canada North Group (or any of them) for any Taxes in respect of any taxation year or period ending on or prior to the Commencement Date, and in any case where a taxation year or period commences on or prior to the Commencement Date, for any Taxes in respect of or attributable to the portion of that taxation period commencing prior to the Commencement Date and up to and including the Commencement Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;

"Taxing Authorities" means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, the Internal Revenue Service and any similar revenue or taxing authority of the federal or state governments of the United States of America and any Canadian or foreign governmental authority and "Taxing Authority" means any one of the Taxing Authorities;

"Unaffected Claim" means, subject to further Order of this Court,

- i. Any right or claim of any Person that may be asserted or made in whole or in part against the Canada North Group (or any of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Commencement Date (other than Restructuring Claims and Directors/Officers Claims) and any interest thereon, including any obligation of the Canada North Group toward Claimants who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Canada North Group on or after the Commencement Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds on or after the Commencement Date;

- ii. Any claim secured by any CCAA Charge;
- iii. Any claim by Business Development Bank of Canada;
- iv. Any Intercompany Claim; and
- v. That portion of a Claim arising from a cause of action for which the Canada North Group entities are covered by insurance, but only to the extent of such coverage.

Schedule "B"

FORM OF INSTRUCTION LETTER

INSTRUCTION LETTER

FOR THE CLAIMS PROCESS FOR 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 "Canada North Group")

1. Claims Procedure

By order of the Court of Queen's Bench of Alberta dated December 6, 2017 (as may be amended or restated from time to time, (the "**Claims Process Order**"), in the proceeding commenced by the Canada North Group under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Canada North Group (the "**Monitor**"), has been authorised to conduct a claims process with respect to claims against the Canada North Group entities (the "**Claims Process**"). A copy of the Claims Process may be found on the Monitor's Website at: <http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410>. Capitalised terms used in this letter which are not defined in this letter shall have the meaning ascribed to them in the Claims Process Order.

This letter provides instructions for completing the Proof of Claim. A blank Proof of Claim is included with this letter.

The Claims Process is intended for any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against any of the Canada North Group entities and/or any of their Directors and/or Officers arising before the Commencement Date, and/or any Restructuring Claim arising on or after the Commencement Date as a result of a restructuring, disclaimer, resiliation, termination or breach by any of the Canada North Group entities on or after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of Claims Process Order.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address below.

All enquiries with respect of the Claims Process should be addressed to:

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta

Attention: [*]
Email: [*]
Fax: [*]

2. For Claimants Submitting a Proof of Claim

You are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Mountain Time) on January 19, 2018 (the "**Claims Bar Date**") to avoid the barring and extinguishment of any Claim (other than a Restructuring Claim) that you may have against any of the Canada North Group entities and/or any of their Directors and/or Officers.

To avoid the barring and extinguishment of any Restructuring Claim you may have against any of the Canada North Group entities and/or any of their Directors and/or Officers, you are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by the later of: (a) the Claims Bar Date; and (b) 5:00 p.m. (Mountain Time) on the day which is ten (10) Business Days after the date of the Notice of Disclaimer or Resiliation sent to you (the "Restructuring Claims Bar Date").

Additional Proof of Claim forms can be found on the Monitor's website at <http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410> or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and email address.

If you are submitting your Proof of Claim electronically, please submit it in PDF form and ensure that the name of the file is [legal name of Claimant]poc.pdf. If you submit your claim electronically and you do not receive an email confirming receipt of your Proof of Claim within one (1) business day of submitting the Proof of Claim, your Proof of Claim has not been successfully received by the Monitor and you should submit your Proof of Claim using an alternate method.

IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE:

- A. YOUR CLAIM SHALL BE FOREVER **BARRED AND EXTINGUISHED** AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY MEMBER OF THE CANADA NORTH GROUP AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS;
- B. YOU SHALL NOT BE PERMITTED TO VOTE ON THE PLAN OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;
- C. YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CLAIMANT IN THE CCAA PROCEEDINGS OF ANY MEMBER OF THE CANADA NORTH GROUP.

Schedule "C"

PROOF OF CLAIM

**AGAINST 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 "Canada North Group")**

Please read the enclosed Instruction Letter prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated December 6, 2017, as may be amended or restated from time to time.

1. Particulars of Claimant

- a. Please complete the following (Full legal name should be the name of the original Claimant, regardless of whether an assignment of a Claim, or a portion thereof, has occurred) and Full Mailing Address of the Claimant (the Original Claimant, not the Assignee.)

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
Email Address:	
Attention (Contact Person):	

- b. Has the Claim been sold, transferred or assigned by the Claimant to another party (an Assignee?)

Yes: ☐

No: ☐

2. Particulars of Assignee (if any)

- a. Please complete the following if all or a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
Email Address of Assignee:	
Attention (Contact Person):	

Proof of Claim

I, _____, (name of individual Claimant or Representative of corporate Claimant), of _____ (City, Province or State) do hereby certify: that I [] am a Claimant; OR

that I [] am a Claimant; OR

[] am _____ (state position or title) of _____ (name of corporate Claimant) which is a Claimant;

that I have knowledge of all the circumstances connected with the Claim referred to below;

that _____ (name of applicable Canada North Group entity and/or Directors and/or Officers) was and still is indebted to the Claimant as follows;

CLAIM (other than a Restructuring Claim):

\$ _____ (insert value of Claim)

RESTRUCTURING CLAIM

\$ _____ (insert value of Claim arising after the Commencement Date resulting from the restructuring, disclaimer, rescission, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

that the Claimant's Claim and the Claimant's invoices, statements and/or supporting documents attached are denominated in:

[] Canadian Dollars

[] U.S. Dollars

[] Other _____ (stipulate other currency referenced)

A. TOTAL CLAIM(S): \$ _____

Nature of Claim:

(Check and complete appropriate category)

[] A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of any of the Canada North Group entities are pledged as security.

[] B. SECURED CLAIM OF \$ _____. That in respect of this debt, assets of _____ (insert name of applicable Canada North Group entity) valued at \$ _____ are pledged to me as security, particulars of which are as follows.

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, name of any co-obligor or indemnitor, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Canada North Group entities to the Claimant and estimated value of such security. Where a claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your claim or enclose a draft Notice of Civil Claim.)

Filing of Claims:

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Mountain Time) on January 19, 2018** (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Commencement Date resulting from a restructuring, disclaimer, resiliation, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement, or arrangement of any nature whatsoever, whether written or oral, **must be received by the Monitor by the later of (a) the Claims Bar Date, and (b) by 5:00 p.m. (Mountain Time) on the day which is ten (10) Business Days after the date of the applicable Notice of Disclaimer or Resiliation** (the "Restructuring Claims Bar Date")

Failure to file your proof of claim as directed by the Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a claim against any of the Canada North Group entities and/or any of their Directors and/or Officers.

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta

Attention: ☐
Email: ☐
Fax: ☐

DATED this _____ day of _____, 201__.

Witness: _____

Per: _____

Print name of Claimant: _____

If Claimant is not an individual, print name and title of authorised signatory.

Name: _____

Title: _____

Schedule "D"

**NOTICE OF REVISION OR DISALLOWANCE
OF CANADA NORTH CAMPS INC., CAMPCORP STRUCTURES LTD., D.J. CATERING LTD., 816956
ALBERTA LTD., 1371047 ALBERTA LTD. and 1919209 ALBERTA LTD. (collectively, the "Canada
North Group")**

Full Name of Claimant:

Reference Number:

Pursuant to the order of the Court of Queen's Bench of Alberta dated December 6, 2016, and as may be amended or restated from time to time (the "Claims Process Order"), Ernst & Young Inc., in its capacity as Monitor of the Canada North Group, hereby gives you notice that the Canada North Group, in consultation with the Monitor, have reviewed your Proof of Claim and have revised or disallowed your Claim as follows:

	Proof of Claim as Submitted (\$CDN)	Revised Claim as accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reason for the Revision or Disallowance

If you do not agree with this Notice of Revision or Disallowance, please take note of the following:

If you intend to dispute a Notice of Revision or Disallowance, you must deliver:

1. **A Notice of Dispute, in the form attached hereto; and**
2. **A filed application in Court of Queen's Bench Action 1703 12327 appealing the Notice of Revision or Disallowance (the "Application")**

by prepaid registered mail, personal delivery, email (in PDF format), or courier to the address indicated herein so that such Notice of Dispute and the Application is received by the Monitor by the day that is ten (10) Business Days after the date of this Notice of Revision or Disallowance, or such other date as may be agreed by the Monitor. The form of Notice of Dispute is attached to this Notice.

If you do not deliver a Notice of Dispute and Application by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance for voting and/or distribution purposes.

Address for service of Notices of Dispute:

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta

Attention: [*]
Email: [*]
Fax: [*]

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at _____, this _____
day of _____, 201_

ERNST & YOUNG INC.

In its capacity as Court-appointed 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.

Per: _____
Name: _____
Title: _____

Schedule "E"

NOTICE OF DISPUTE

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 "Canada North Group")

Pursuant to the order of the Court of Queen's Bench of Alberta dated December 6, 2017, and as may be amended or restated from time to time (the "Claims Process Order"), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____, 201_, issued by Ernst & Young Inc., in its capacity as Monitor of the Canada North Group in respect of my/our Claim.

Full Legal Name of Claimant: _____

	Proof of Claim as Submitted (\$CDN)	Revised Claim as accepted (\$CDN)	Secured (\$CDN)	Unsecured (\$CDN)
Total Claim				

Reasons for Dispute (attach additional sheet and copies of supporting documentation if necessary):

Signature of Individual:

Date:

(Print name):

Telephone number:

Facsimile number:

Email address:

Mailing Address:

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, email (in PDF format), or courier to the address indicated herein and is to be received by the Monitor by the day that is ten (10) Business Days after the date of the Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor.

Where this Notice of Dispute is being submitted electronically, please submit one PDF file with the file name as follows: [legal name of Claimant]pocdispute.pdf. If you submit your Notice of Dispute electronically and you do not receive an email confirming receipt of your Notice of Dispute and Application within one (1) business day of submitting the Notice of Dispute and Application, your Notice of Dispute and Application has not been successfully received by the Monitor and you should submit your Notice of Dispute and Application using an alternative method.

Address for service of Notices of Dispute:

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta

Attention: ☐
Email: ☐
Fax: ☐

Schedule "F"
FORM OF NEWSPAPER NOTICE

**NOTICE TO THE CREDITORS 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 "Canada North Group")**

**RE: NOTICE OF THE CLAIMS PROCESS FOR THE CANADA NORTH GROUP PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")**

This notice is being published pursuant to an order of the Court of Queen's Bench of Alberta dated December 6, 2017 (the "**Claims Process Order**") which approved a claims process for the determination of certain claims against the Canada North Group and/or their Directors and/or Officers. Any capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Process Order.

A copy of the Claims Process Order and other public information concerning the CCAA proceedings can be obtained on the website of Ernst & Young Inc., the Court-Appointed Monitor of the Canada North Group (the "**Monitor**") at <http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410>. Any person who may have a claim against any of the Canada North Group entities and/or any of their Directors and/or Officers should carefully review and comply with the Claims Process Order.

Any person having a Claim against any of the Canada North Group entities and/or any of their Directors and/or Officers arising or relating to the period, with respect to Canada North Group Inc., Canada North Camps Inc., Campcorp Structures Ltd. and D.J. Catering Ltd., prior to **June 26, 2017** and with respect to 816956 Alberta Ltd., 1371047 Alberta Ltd. and 1909209 Alberta Ltd. prior to **July 5, 2017** (collectively, the "**Commencement Date**"), must send a Proof of Claim to the Monitor, to be received by the Monitor by no later than 5:00 p.m. (Mountain Time) on January 19, 2018 (the "**Claims Bar Date**").

Proofs of Claim for claims arising as a result of a restructuring, disclaimer, resiliation, termination or breach by any of the Canada North Group entities on or after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, must be received by the Monitor by no later than (a) the Claims Bar Date, and (b) 5:00 p.m. (Mountain Time) on which is ten (10) Business Days after the date of the notice of disclaimer or resiliation sent by the Monitor to such Claimant.

Claimants requiring more information or who have not received a Proof of Claim form or Claims Package should contact the Monitor by email at eycan@ey.com or visit the Monitor's website at <http://documentcentre.eycan.com/Pages/Main.aspx?SID=1410>.

UNLESS EXPRESSLY PROVIDED IN THE CLAIMS PROCESS ORDER, HOLDERS OF CLAIMS THAT DO NOT FILE PROOFS OF CLAIM WITH THE MONITOR BY THE APPLICABLE DEADLINE SPECIFIED ABOVE SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER A PLAN, IF ANY, OR TO PARTICIPATE AS A CLAIMANT IN THE CCAA PROCEEDINGS OF THE CANADA NORTH GROUP, AND SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF THE CANADA NORTH GROUP ENTITIES AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS. ADDITIONALLY, ANY CLAIMS SUCH CLAIMANT MAY HAVE AGAINST ANY OF THE CANADA NORTH GROUP ENTITIES AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS SHALL BE FOREVER BARRED AND EXTINGUISHED.

Schedule "G"

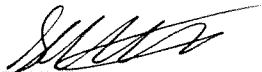
CANADA NORTH CLAIMS PROCESS KEY DATES

<u>Event</u>	<u>Date</u>
Issuance of the Claims Process Order	December 6, 2017
Monitor to post on its Website a copy of the Claims Process Order, a blank Proof of Claim form, the Instruction Letter and a blank Notice of Dispute form.	By December 13, 2017
Monitor to send Claims Packages to known Claimants	By December 13, 2017
Monitor to have Newspaper Notice published for one Business Day in the Globe and Mail (National Edition) and the Edmonton Journal	By December 20, 2017
Claims Bar Date	January 19, 2017
Monitor to send Notices of Revision or Disallowance in respect of Pre-Commencement Claims	By February 19, 2017

TAB G

This is Exhibit "G" referred to in the
Affidavit of Glen Staheli

Affirmed before me this 15th day
of June, 2018



A Commissioner for Oaths in and for the
Province of Alberta

SUSY M. TRACE
BARRISTER AND SOLICITOR

PROOF OF CLAIM
AGAINST 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 "Canada North Group")

Please read the enclosed Instruction Letter prior to completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Claims Process Order dated December 6, 2017, as may be amended or restated from time to time.

1. Particulars of Claimant

- a. Please complete the following (Full legal name should be the name of the original Claimant, regardless of whether an assignment of a Claim, or a portion thereof, has occurred) and Full Mailing Address of the Claimant (the Original Claimant, not the Assignee.)

Full Legal Name:	SD6221 ALBERTA LTD
Full Mailing Address:	#14, 9903-209 ST, NW EDMONTON AB T5T 5X9.
Telephone Number:	780-447-3518
Facsimile Number:	N/A
Email Address:	glen.staheli@gmail.com
Attention (Contact Person):	GLEN STANELI 780-975-1213

- b. Has the Claim been sold, transferred or assigned by the Claimant to another party (an Assignee")

Yes: ☐

No: ☒

2. Particulars of Assignee (if any)

- a. Please complete the following if all or a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information:

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
Email Address of Assignee:	
Attention (Contact Person):	

Proof of Claim

I, GUEN STAHLEI, (name of individual Claimant or Representative of corporate Claimant), of EDMONTON AB (City, Province or State) do hereby certify:

that I ☐ am a Claimant; OR

☒ am PRESIDENT (state position or title) of

506221 ALBERTA LTD (name of corporate Claimant) which is a Claimant;

that I have knowledge of all the circumstances connected with the Claim referred to below;

that 1371047 ALBERTA LTD (name of applicable Canada North Group entity and/or Directors and/or Officers) was and still is indebted to the Claimant as follows;

CLAIM (other than a Restructuring Claim):

\$ 4,757,345.23 (insert value of Claim)

RESTRUCTURING CLAIM

PER DIEM \$649.28

\$ _____ (insert value of Claim arising after the Commencement Date resulting from the restructuring, disclaimer, resiliation, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

that the Claimant's Claim and the Claimant's invoices, statements and/or supporting documents attached are denominated in:

☒ Canadian Dollars

☐ U.S. Dollars

☐ Other _____ (stipulate other currency referenced)

A. TOTAL CLAIM(S): \$ _____

Nature of Claim:

(Check and complete appropriate category)

☐ A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, no assets of any of the Canada North Group entities are pledged as security.

☒ B. SECURED CLAIM OF \$ 4,757,345.23. That in respect of this debt, assets of 1371047 ALBERTA LTD (insert name of applicable Canada North Group entity) valued at \$ _____ are pledged to me as security, particulars of which are as follows.

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

Particulars of Claims:

Other than as already set out herein, the particulars of the undersigned's total Claim and/or Restructuring Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, name of any co-obligor or indemnitor, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Canada North Group entities to the Claimant and estimated value of such security. Where a claim is advanced against any Directors or Officers, please provide either a reference to a statutory authority for your claim or enclose a draft Notice of Civil Claim.)

Filing of Claims:

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (Mountain Time) on January 19, 2018 (the "Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Commencement Date resulting from a restructuring, disclaimer, resiliation, termination or breach after the Commencement Date of any contract, employment agreement, lease or other agreement, or arrangement of any nature whatsoever, whether written or oral, must be received by the Monitor by the later of (a) the Claims Bar Date, and (b) by 5:00 p.m. (Mountain Time) on the day which is ten (10) Business Days after the date of the applicable Notice of Disclaimer or Resiliation (the "Restructuring Claims Bar Date")

Failure to file your proof of claim as directed by the Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your claim being forever barred and extinguished and you will be prohibited from making or enforcing a claim against any of the Canada North Group entities and/or any of their Directors and/or Officers.

Ernst & Young Inc.
Court-appointed Monitor of Canada North Group
EPCOR Tower, 10423 - 101 Street, Suite 1400
PO Box 44
Edmonton, Alberta T5H 0E7

Attention: Franca Mazzulla
Email: canadanorthgroup.monitor@ca.ey.com
Phone: 1-855-943-4472
Fax: 780-229-2997

DATED this 27th day of MARCH, 2018.

Witness:



Per: 506221 ALBERTA LTD.
Print name of Claimant:

If Claimant is not an individual, print name and title of authorised signatory.

Name: GLEN STAHLEI

Title: PRES.





LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0010 547 439 8622655;E

TITLE NUMBER
132 082 619

LEGAL DESCRIPTION
PLAN 8622655
BLOCK E
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 5.66 HECTARES (13.99 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;53;12;SE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 112 391 453

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
132 082 619	25/03/2013	TRANSFER OF LAND	\$5,700,000	\$5,700,000

OWNERS

1371047 ALBERTA LTD.
OF 14238 134 AVENUE
EDMONTON
ALBERTA T5L 5V8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
022 349 944	17/09/2002	CAVEAT RE : LEASE CAVEATOR - BELL MOBILITY INC. P.O. BOX 50030 CALGARY ALBERTA T2A7P1 AGENT - ANGELA DE JONG
102 253 454	21/07/2010	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
132 082 619

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

RE : LEASE INTEREST
CAVEATOR - EXPERIENCED EQUIPMENT SALES & RENTALS
INC.
C/O MINTZLAW
400, 10357-109 ST
EDMONTON
ALBERTA T5J1N3
AGENT - JOHN T A STANTON

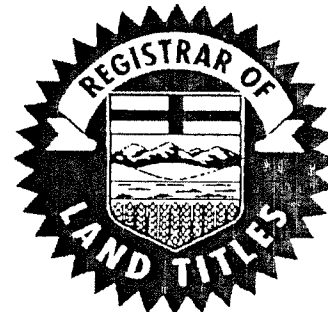
112 394 192 07/12/2011 MORTGAGE
MORTGAGEE - 506221 ALBERTA LTD.
11210-215 ST
EDMONTON
ALBERTA T5S2B5
ORIGINAL PRINCIPAL AMOUNT: \$5,600,000

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF
JANUARY, 2016 AT 09:14 A.M.

ORDER NUMBER: 29887560

CUSTOMER FILE NUMBER: 65000



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

TELUS

win10@telus.net

Canada North Group poc

From : win10 <win10@telus.net>

Thu, Apr 05, 2018 11:11 AM

Subject : Canada North Group poc 2 attachments**To :** matt mcculloch <matt.mcculloch@ca.ey.com>

Attention: Matt McCulloch

Canada North Group Proof of Claim documents

C Smith

506221 Alberta Ltd.

—Canada North Group poc 1.pdf

24 KB

—Canada North Group poc.pdf180 KB

TELUS

win10@telus.net

Canada North Group - CCAA Proceedings

From : win10 <win10@telus.net>
Subject : Canada North Group - CCAA Proceedings
To : canadnorthgroup monitor
<canadanorthgroup.monitor@ca.ey.com>

Thu, Apr 05, 2018 11:03 AM

 1 attachment

Attention: Franca Mazzulla
Please find Proof of Claim documents originally incorrectly labeled.
Regrets
C Smith

----- Forwarded Message -----

From: "win10" <win10@telus.net>
To: "canadanorthgroup monitor" <canadanorthgroup.monitor@ca.ey.com>
Cc: "matt mccullough" <matt.mccullough@ca.ey.com>
Sent: Tuesday, March 27, 2018 10:40:47 AM
Subject: Canada North Group - CCAA Proceedings

Attention: Franca Mazzulla

Attached please find the completed Proof of Claim for Canada North Group.

Best regards
C. Smith
on behalf of Glen Staheli
506221 Alberta Ltd

—Canada North Group poc.pdf180 KB

TELUS

win10@telus.net

Canada North Group - CCAA Proceedings

From : win10 <win10@telus.net>

Tue, Mar 27, 2018 10:40 AM

Subject : Canada North Group - CCAA Proceedings 1 attachment**To :** canadnorthgroup monitor
<canadanorthgroup.monitor@ca.ey.com>**Cc :** matt mccullough <matt.mccullough@ca.ey.com>

Attention: Franca Mazzulla

Attached please find the completed Proof of Claim for Canada North Group.

Best regards

C. Smith

on behalf of Glen Staheli

506221 Alberta Ltd

—Proof of Claim.pdf174 KB
