ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 312 280	29/07/2008	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS UTILITIES INC. AS TO PORTION OR PLAN:0826493
162 082 014	22/03/2016	MORTGAGE MORTGAGEE - WESLEASE OF CANADA LTD. 11464-149 STREET EDMONTON ALBERTA T5M1W7 ORIGINAL PRINCIPAL AMOUNT: $1,500,000
182 084 677	16/04/2018	TAX NOTIFICATION BY - THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87. BAG 1010, 4905-50 AVE BONNYVILLE, ALBERTA T9N2J7
182 109 270	11/05/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - ERNST & YOUNG INC. C/O 2800, 10060 JASPER AVENUE EDMONTON ALBERTA T5J3V9 AGENT - RYAN QUINLAN

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 3 DAY OF OCTOBER, 2018 AT 01:56 P.M.

ORDER NUMBER: 36007378

CUSTOMER FILE NUMBER: 41632.34/kaR

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

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).

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 393 281	0826492;3;11	142 142 129

LEGAL DESCRIPTION
PLAN 0826492
BLOCK 3
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.02 HECTARES (4.99 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;5;61;19;NW

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 082 312 278 +7

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 142 129	14/05/2014	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

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

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 034 464	18/01/2007	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS UTILITIES INC. AS TO PORTION OR PLAN:0720449
082 278 160	10/07/2008	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. 10035-105 STREET

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		EDMONTON ALBERTA T5J2V6 AGENT - JULIE MCLEAN
162 082 014	22/03/2016	MORTGAGE MORTGAGEE - WESLEASE OF CANADA LTD. 11464-149 STREET EDMONTON ALBERTA T5M1W7 ORIGINAL PRINCIPAL AMOUNT: $1,500,000
182 084 677	16/04/2018	TAX NOTIFICATION BY - THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87. BAG 1010, 4905-50 AVE BONNYVILLE, ALBERTA T9N2J7
182 109 270	11/05/2018	CAVEAT RE : AGREEMENT CHARGING LAND , ETC. CAVEATOR - ERNST & YOUNG INC. C/O 2800, 10060 JASPER AVENUE EDMONTON ALBERTA T5J3V9 AGENT - RYAN QUINLAN

TOTAL INSTRUMENTS: 005

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ORDER NUMBER: 36007378

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LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 393 299	0826492;3;12	142 142 129 +1

LEGAL DESCRIPTION
PLAN 0826492
BLOCK 3
LOT 12
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.97 HECTARES (4.87 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;5;61;19;NW

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 082 312 278 +8

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 142 129	14/05/2014	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

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

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 034 464	18/01/2007	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS UTILITIES INC. AS TO PORTION OR PLAN:0720449
082 278 160	10/07/2008	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. 10035-105 STREET

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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162 082 014	22/03/2016	MORTGAGE MORTGAGEE - WESLEASE OF CANADA LTD. 11464-149 STREET EDMONTON ALBERTA T5M1W7 ORIGINAL PRINCIPAL AMOUNT: $1,500,000
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EXHIBIT “N”

COLLATERAL MORTGAGE
PURSUANT TO "LAND TITLES ACT"
PROVINCE OF ALBERTA

WHEREAS:

A. **Canada North Camps Inc.** (herein called the "Mortgagor"), has promised payment to **WESLEASE OF CANADA LTD. OF 11464 149TH STREET, EDMONTON, ALBERTA, T5M 1W7** (herein called the "Mortgagee") of the liabilities which the Mortgagor has incurred or may incur pursuant to Lease Agreement(s) dated the 1st day of March, 2016, and such further and other agreements as may be entered into between the Mortgagor and the Mortgagee (the "Lease Agreements");

B. The Mortgagor agrees that this Mortgage will secure repayment in favor of the Mortgagee pursuant to the Lease Agreements of all present and future indebtedness and liabilities of the Mortgagor, and any one or more persons or entities, to the Mortgagee pursuant to the Lease Agreements (all such present and future indebtedness is hereafter called the "Indebtedness"), and the Mortgagor has agreed to execute and deliver this mortgage as collateral security for the liabilities of the Mortgagor to the Mortgagee under the Lease Agreements;

C. The Mortgagor acknowledges that the Mortgagee may assign its rights as the lessor under the Lease Agreements to a third party and the Mortgagee agrees that notwithstanding such assignment to a third part, this Mortgage will continue to secure the repayment of the Indebtedness to the Mortgagee or to the assignee designated by the Mortgagee acting as lessor pursuant to the Loan Agreements;

NOW THEREFORE:

D. The Mortgagor being the registered owner of an estate in fee simple in possession, but subject to such encumbrances, liens, and interests as are currently notified on the Certificate of Title (the "Permitted Encumbrances") therefore in all that piece of land situated in the Province of Alberta as legally described as:

PLAN: 0325037
BLOCK: 2
LOT: 1

Excepting thereout all mines and minerals

(herein collectively called the "Lands" or the "Mortgage Premises")

E. IN CONSIDERATION of the Mortgagee agreeing to provide financial assistance to the Mortgagor, and the Mortgagor being liable to or to become liable to the Mortgagee for the Indebtedness up to the specific principal amount of Seven Hundred Sixty One Thousand **($761,000.00) DOLLARS** (the "Principal Sum") of lawful money of Canada, and other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure the due payment of the Indebtedness and interest thereon and other monies as hereby secured, THE MORTGAGOR covenants and agrees with the Mortgagee as follows:

KENTIGERN A. ROWAN, Q.C.
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

This is Exhibit " N " referred to in the affidavit / ~~statutory declaration~~ of Keith Talbot
Sworn before me this 12 day of October
A.D. 20 18

Commissioner for Oaths in and for the Province of Alberta

DEFINITIONS

1. "Interest Rate" shall mean the rate or rates of interest applicable to the Indebtedness or any part or parts thereof as agreed in writing between the Mortgagor and the Mortgagee from time to time.

REPAYMENT

2. The Mortgagor will pay the Mortgagee at the aforementioned address, or at such other place in Alberta as the Mortgagee may in writing direct, the Indebtedness (including the Principal Sum) in lawful money of Canada together with interest, costs and other amounts forming part of the Indebtedness in accordance with the terms and provisions of the said Lease Agreements and all monies hereby secured ON DEMAND unless the Mortgagee and the Mortgagor shall otherwise have agreed in writing, or unless otherwise provided in the Mortgage.

3. All overdue interest will be treated as principal for the purposes of calculating interest thereon and will bear compound interest at the Interest Rate, before and after maturity and judgment, to be compounded monthly as herein provided until paid. All such interest and compound interest will be a charge on the Lands. The Interest Rate will be payable on the amount of any judgment until the judgment and interest thereon is paid in full.

LAND TITLE ACTS AND COVENANTS

4. a) The Mortgagor has good title to the Lands;
   b) The Mortgagor has the right to mortgage the Lands;
   c) On default, the Mortgagee will have quiet possession of the Lands free from all encumbrances, except the Permitted Encumbrances;
   d) The Mortgagor will execute such further assurances and documents as may be requisite to give effect to the agreement of the Parties; and
   e) Except for the Permitted Encumbrances, the Mortgagor has done no act to encumber the Lands.

MORTGAGEE NOT BOUND TO ADVANCE

5. Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the Indebtedness, will bind the Mortgagee to advance all or any further part if the Indebtedness. This Mortgage will nevertheless take effect immediately on execution, and if the Indebtedness or any part thereof has not been advanced at the date hereof the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when made will be secured hereby and be repayable with interest as herein provided.

TAXES, LIENS, ENCUMBRANCES, ETC.

6. a) The Mortgagor will pay, when the same are due, all taxes, rates, liens, charges, encumbrances or claims (in this section collectively called "Charges") which may become charges or claims against the Lands or on this Mortgage or on the Mortgagee in respect of this Mortgage and, on demand therefore by the Mortgagee, will produce and leave with the Mortgagee receipts for all such payments.

   b) The Mortgagee may at its option pay all such Charges. Any amount so paid, together with all costs of the Mortgagee thereby incurred, will be added to the Indebtedness, will bear interest at the Interest Rate from the date expended until paid, will be payable immediately by the Mortgagor to the Mortgagee without demand, and will be a charge on the Lands.

INSURANCE

7. a) The Mortgagor will immediately insure, and during the existence of this Mortgage keep insured, against loss or damage by fire and such other insurable risks as the Mortgagee may require every building or other improvement now or hereafter erected on the Lands to the full insurable value thereof.

b) All insurance will be in form and in substance satisfactory to the Mortgagee and will be obtained through an agency and an insurance company approved by the Mortgagee.

c) The Mortgagor will assign and deliver to the Mortgagee upon request all policies of insurance, together with the proof of payment of all premiums.

d) If the Mortgagor neglects to keep the Lands, or any part if them, insured as required, or to pay the said premiums, or deliver to the Mortgagee such policy or policies of insurance with the receipts therefore, or deliver satisfactory evidence of the renewal of each policy to the Mortgagee at lest fifteen days before the expiry thereof, then the Mortgagee may insure the Lands or any part thereof, as it sees fit, at the cost of the Mortgagor.

e) The Mortgagor will no do, omit to do, or permit, anything which would or might result in the cancellation of the insurance required by the Mortgagee.

f) The loss under any policies of insurance required to be provided by the Mortgagor, and any renewals thereof, will be payable to the Mortgagee as its interests may appear, and must have attached mortgage clauses in a form approved by the Mortgagee.

g) If for any reason any insurance required by the Mortgagee cannot be obtained or maintained, the whole of the unpaid Indebtedness and interest hereby secured will, at the option of the Mortgagee, immediately become due.

h) If any insurance is or may be cancelled for any reason, the Mortgagee or its agents will have the right to enter the Lands and any buildings thereon at any time for the purpose of inspection, at the expense of the Mortgagor, and the whole of the unpaid Indebtedness and interest hereby secured will, at the option of the Mortgagee, immediately become due.

i) Immediately on the happening of any loss or damage, the Mortgagor will furnish all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. All monies received by virtue of any policies may, at the option of and in the sole discretion of the Mortgagee, either be forthwith applied in or toward repairing or rebuilding the Mortgage Premises; or be paid to the Mortgagor or any other person entitled to receive them; or be applied in whole or in part on the Indebtedness and other monies secured by this Mortgage, whether or not they are then due; or be applied partly in one way and partly in another.

j) Nothing herein will be deemed to make the Mortgagee responsible for failure to have insurance placed, for any loss arising from any defects in any policy, or for any insurance company failing to pay for any loss or damage insured against.

IMPROVEMENTS AND FIXTURES

8. All buildings and improvements, fixed or otherwise, now on or hereafter put on the Lands (including but not limited to all machinery, fences, heating, cooling and ventilating apparatus, electrical systems and fixtures, window blinds, screen doors and windows, storm doors and windows, antennae, plumbing systems and equipment, gas and electric stoves, wall to wall floor covering, and all other apparatus and equipment related thereto) are deemed to be fixtures and form part of the realty and of this security and are included in the expressions the "Lands" and the "Mortgage Premises".

REPAIR AND MAINTENANCE

9. a) The Mortgagor will not commit any act of waste on the Lands nor do or permit anything else which might diminish the value.

b) The Mortgagor will at all times repair, maintain and restore the Lands to the same or better condition as they are in on the date of this Mortgage.

c) The Mortgagor will not make or permit any alterations or renovations to the Mortgaged Premises without the consent of the Mortgagee.

d) In the event of any loss, damage, or destruction to the Lands or any part thereof, the Mortgagee may give notice to the Mortgagor to repair, rebuild, or restore the same within a time to be determined by the Mortgagee and to be stated in such notice, and upon the Mortgagor failing to repair, rebuild, or restore in accordance with such notice, such failure will constitute a breach of covenant hereunder and thereupon the Indebtedness, interest and other monies secured by this Mortgage will, at the option of the Mortgagee, become immediately due without any demand by the Mortgagee upon the Mortgagor. The Mortgagee may repair, rebuild, or restore the Mortgaged Premises at the cost of the Mortgagor and add all sums of money determined by the Mortgagee to be properly paid therefore to the Indebtedness.

INSPECTION

10. Where the Mortgagee has reason to believe that the Mortgagor may be in default or where the Mortgagee has reason to believe that its security in the Lands may be threatened for any reason whatsoever, the Mortgagee or its agent may enter upon the Lands to inspect their condition and to determine whether or not the Mortgagor is in default or the Mortgagee's security is in danger.

ASSIGNMENT OF RENT

11. As further security for the payment of all monies owing hereunder the Mortgagor assigns to the Mortgagee all rents which are or may become payable by reason of any tenancies covering the Mortgage Premises or any part thereof. If the Mortgagor defaults in the observance or performance of any of the covenants and conditions of this Mortgage, the Mortgagee will have the right, by its agents or otherwise, to take and receive the rents thereof. For such purposed the Mortgagor appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name to execute such agreements, transfers or conveyances as may be required. The Mortgagor confirms and ratifies all things which the Mortgagee may do in connection with this section and agrees to execute and deliver such further assurances as may be required to give effect to the true intent of this section. Nothing in this Mortgage will make the Mortgagee chargeable or accountable as a Mortgagee in possession.

OBTAINING AND MAINTAINING SECURITY

12. a) All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage, and for examining the Mortgage Premises and the title thereto, and for making or maintaining this Mortgage as a second charge on the Mortgaged Premises, and in exercising or enforcing or attempting to enforce any right, power or remedy hereunder, and legal costs as between a solicitor and his own client, and also an allowance for the time, work and expenses of the Mortgagee or any agents, solicitors or servants of the Mortgagee for any purpose herein provided, together with all sums which the Mortgagee does from time to time advance or expend as principal, insurance premiums, taxes, or in or toward payment of any mortgages, liens, charges, encumbrances or claims prior to this Mortgage or subsequently registered against the Lands, or in Maintaining, repairing, restoring completing or inspecting the Mortgage Premises, including the price or value of any goods of any sort or description supplied to be used on the Mortgage Premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and are a charge on the Lands, together with interest thereon at the Interest Rate, and all such monies will be repayable to the Mortgagee on demand.

b) The Mortgage will maintain the Mortgage hereby created as a valid charge on the Lands during the existence hereof and will not permit the registration of any debt, lien or encumbrance whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material upon or in respect of the Mortgaged Premises, which could rank prior to the charge of this Mortgage. However, the registration of any such lien will not be deemed to be a breach of this covenant if the Mortgagor in good faith contests the same and, if the Mortgagee so requires, gives security to the satisfaction of the Mortgagee for the due payment of the amount claimed inclusive of costs.

c) The Mortgagor acknowledges that the Mortgagor is aware of the provisions of Sections 49 and 52 of the *Expropriation Act,* Chapters E-13, S.A. 2000, and any amendments thereto, and the Mortgagor hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor will pay the Mortgagee the difference between the amount owing under this Mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

EXPROPRIATION

13. a) If the lands or any part thereof are threatened with expropriation by any government authority or corporation clothed with the powers of expropriation, the Mortgagor will immediately notify the Mortgagee and the amount of the Indebtedness remaining unpaid will, at the option of the Mortgagee, immediately become due and will be paid with interest thereon at the Interest Rate to the date of payment.

b) The Mortgagee will be entitled to receive from the expropriating authority the proceeds from the expropriation or such lesser portion of the proceeds as may satisfy the Indebtedness of the Mortgagor then secured by this Mortgage.

c) The Mortgagor acknowledges that the Mortgagor is aware of the provisions of Sections 49 and 52 of the *Expropriation Act*, Chapter E-13, S.A. 2000, and any amendments thereto, and the Mortgagor hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor will pay to the Mortgagee the difference between the amount owing under this Mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

ACCELERATION

14. If the Mortgagor defaults in payment of all or ant part of the Indebtedness, interest, or any other monies hereby secured, or in the observance or performance of any of the covenants herein contained or contained in another security or agreement, then the full amount of the Indebtedness remaining unpaid with interest thereon at the Interest Rate to the date thereof shall become due and payable upon demand by the Mortgagee.

SALE OF GOODS

15. If the Mortgagor sells, transfers, or enters into any agreement to sell or transfer the Lands to a purchaser, grantee or transferee without the prior written approval of the Mortgagee all monies hereby secured with interest accrued thereon will immediately become due.

REMEDIES ON DEFAULT

16. In the event of any default by the Mortgagor in performance of the covenants expressed or implied herein:

a) The Mortgagee may, in its sole discretion and at the expense of the Mortgagor, observe and perform or cause to be observed and performed such covenants;

b) The Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Lands and a solicitor to examine and report upon the title to the same;

c) The Mortgagee may exercise all rights, powers and remedies available to it in law, in equity, pursuant to statute, or pursuant to this Mortgage. All such rights, powers and remedies may be exercised concurrently by the Mortgagee and only the limitation on the remedies available to the Mortgagee will be those limitations or restrictions as are expressly provided by law;

d) The Mortgagee will be entitled (in addition and without prejudice to all its other rights and privileges) immediately to obtain the appointment of a receiver or a receiver-manager of the Lands and the rents and profits thereof without first entering into possession. The Mortgagee may take any Loan of the Lands, or part thereof, on any terms the Mortgagee thinks proper and the Mortgagee's power to sell the Lands may be exercised either before or after and subject to any such Loan; and

e) A default in the payment of any monies which may become payable by the Mortgagor pursuant to any provision of this Mortgage (including but not limited to the payment of any taxes, liens, encumbrances, insurance premiums, or repair and maintenance expenses) will entitle the Mortgagee to enforce payment thereof and exercise the same right, powers and remedies in respect of such default as it would have in the case of default in payment of the Indebtedness or interest.

MERGER

17. This Mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same, will not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which by which the same is now or may hereafter be represented, nor will it operate to suspend payment of any such Indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof. No Judgment recovered by the Mortgagee and no other dealing with any other security for the monies advanced hereunder or secured hereby will operate by way of merger of this Mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid.

REVOLVING CREDIT

18. For the purposes of Section 104 of the *Land Titles Act,* R.S.A. 2000, C.L-4, as amended or replaced from time to time, it is hereby declared by and agreed between the Mortgagor and the Mortgagee that this Mortgage may be held by the Mortgagee as security for a revolving line of credit up to a specific amount equal to the sum identified in this Mortgage as being the Indebtedness lent to or to be lent to the Mortgagor and any one or more other persons on behalf of the Mortgagor.

RELOAN OF SECURITY

19. The Mortgagee may at any time reLoan any part or parts of the Lands or any other security or any surety for payments of all or any part of the monies hereby secured, or may reLoan the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, wither with or without any consideration therefore, and without being accountable for the value thereof or for any monies except those received by the Mortgagee, and without thereby releasing any other part of the Lands, or any other securities or covenants herein contained. It is expressly agreed that, notwithstanding any such reLoan, the Lands, securities and covenants remaining un reLoaned will stand charged with the whole of the monies hereby secured.

EXTENSION OR WAIVER

20. a) No extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, will in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured; and

b) The waiver of one or more defaults under this Mortgage will not be construed as a waiver of any subsequent or other default.

SUBROGATION

21. If the Indebtedness, or any part thereof, is applied to the payment of any charge or encumbrance, the Mortgagee will be subrogated to all the rights of and stand in the position of and be entitled to a;; of the equities of the party so paid, whether such charge or encumbrance has or has not been discharged. 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, will be final and be binding on the Mortgagor.

RECEIPT OF MONIES BY THE MORTGAGEE

22. The Mortgagee will not be charged with or held accountable for any monies receivable out of the Mortgaged Premises or otherwise, except those actually received. All revenue of the Mortgaged Premises received by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the Mortgaged Premises, or in payment of taxes or other charges against the Mortgaged Premises, or be applied on the Indebtedness, interest or other monies secured by this Mortgage.

SERVICE

23. a) In any action, suite, or proceeding for enforcing this Mortgage, or to recover payment of the monies hereby secured, or for the sale, foreclosure, or obtaining possession of the Lands, or any part thereof, service of any Notice, Statement of Claim, Order of Court, or of any other legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order, or practice required to be given or served, may be effected by posing a copy of such Notice, Statement of Claim, Order or legal proceeding on the Lands (if unoccupied), or by leaving any such copy with an adult on the Lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta. Such Notice will be sufficient though not otherwise addressed then "To Whom It May Concern", and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid. Notice or service as herein provided will be in lieu of and will have the same effect and be taken as personal service, notwithstanding any statute, ordinance, order, rule, or practice to the contrary.

b) The Mortgagee's address for receipt of all payments to be made by the Mortgagor to the Mortgagee pursuant to this Mortgage, or for service of any documents or notices required or permitted to be served upon the Mortgagee hereunder, will be sufficient of delivered to the address of the Mortgagee as set out at the beginning of this Mortgage, or to such other address as the Mortgagee may designate from time to time.

CHARGE

24. And for better securing to the Mortgagee repayment in the manner aforesaid of the Indebtedness, interest, all other monies hereby secured, and for the due performance by the Mortgagor of all of the covenants of this Mortgagor hereby mortgages to the Mortgagee all of the Mortgagor's estate and interest in the Lands.

RENEWAL

25. a) This Mortgage may be renewed, extended or amended by agreement made in writing at, before or after maturity and will secure any and all renewals or extensions of the whole or any part of the Indebtedness hereby secured however evidenced, with interest as such rate as may be agreed upon. Any such renewal or extension or any change in the terms or rate of interest will not impair in any manner the validity or priority of this Mortgage, nor reLoan the Mortgagor from personal liability for the Indebtedness hereby secured

b) Any agreement to renew or to extend the time for payment or to alter the terms of this Mortgage need not be registered but will be effective and binding on the Mortgagor and all other persons interested in the Lands, or any part thereof, and take priority as against such other persons from the time of delivery to the office of the Mortgagee.

INTERPRETATION

26. a) Wherever the singular number or masculine gender is used in this Mortgage, the same will be construed as including the plural and feminine and neuter respectively where the fact or context so requires. Where this Mortgage is executed by more than one Mortgagor all covenants herein contained will be construed as joint and several. The heirs, executors, administrators, successors and assigns of any Mortgagor executing this Mortgage are jointly and severally bound by the covenants herein contained.

b) Unless expressly provided otherwise in this Mortgage, this Mortgage constitutes the entire agreement between the Mortgagor and the Mortgagee in respect of the subject matter of this Mortgage. No amendments or alterations to this Mortgage will be effective unless made in writing and executed by the Mortgagor and the Mortgagee.

c) The covenants herein stated will be in addition to those expressly granted or implied by statute.

d) The descriptive headings of the sections of this Mortgage are inserted for convenience only and will not control, limit or affect the meaning or interpretation of any of the provisions hereof.

e) If any covenant, obligation or provision contained in this Mortgage, or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Mortgage or the application of such covenant, obligation or provision to persons pr circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby and each covenant, obligation or provision of this Mortgage will be separately valid and will be enforced to the fullest extent permitted by law.

f) For the purpose of defining "the date of the Mortgage" with respect to any statutory right of pre-payment, pursuant to the Interest Act of Canada or otherwise, the date of this Mortgage will be conclusively deemed the date of execution.

g) The Mortgage is made pursuant to the *Land Titles Act* of the Province of Alberta and its enforcement or interpretation will be governed by the laws of the Province of Alberta.

DISCHARGE

27. The Mortgagee will have a reasonable time after payment in full of the Indebtedness, interest and all other monies hereby secured within which to prepare and execute a discharge of this Mortgage. Interest as aforesaid will continue to accrue until payment in full has been received by the Mortgagee. All legal and other expenses for the preparation and execution of such discharge will be borne by the Mortgagor to the extent permitted by law. The Mortgagor will not be entitled to a discharge of this Mortgage until all of the covenants herein contained on the part of the Mortgagor to be observed or preformed have been duly complied with, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

PRIOR MORTGAGE

28. If the Land is subject to one or more prior mortgages, agreements for sale, Loans or other charges or encumbrances (the "Prior Mortgage") whatsoever, the Mortgagor shall pay all monies required to be paid as required by such Prior Mortgages and will otherwise comply with the terms herein contained. Any default by the Mortgagor under a Prior Mortgage is a default hereunder. In the event of such default, the Mortgagee may comply with the terms of the Prior Mortgage or pay all or any portion of the monies required by the holder of the Prior Mortgage. Any amount paid or expenses incurred by the Mortgagee shall be repaid by the Mortgagor forthwith on demand by the Mortgagee.

COLLATERAL SECURITY

29. This Mortgage is executed as continuing collateral security of the Indebtedness of the Mortgagor to the Mortgagee under the Lease Agreements, whereby the Mortgagor has promised payment to the Mortgagee, ON DEMAND, of the liabilities which the Mortgagor has incurred or is under, or may incur or be under to the Mortgagee, whether arising from dealings from dealings between the Mortgagee and the Mortgagor or from any other dealings by which the Mortgagor may become in any manner whatever liable to the Mortgagee. The total amount secured by the Mortgage shall not exceed the Principal Sum, interest and other monies hereby secured, and nothing herein contained shall in any way affect or prejudice any right of the Mortgagee independently of the Mortgage to recover the total due from the Mortgagor under the Lease Agreements over and above the amount hereby secured. If the total liability of the Mortgagor exceeds such amount, the Mortgagee may conclusively determine what part of such total liability not exceeding such amount shall be deemed secured by this Mortgage and what part shall be deemed not secured. This Mortgage is in addition and without prejudice to any other security now or hereafter held by the Mortgagee.

30. The undersigned Mortgagor acknowledges having received a true copy of this Mortgage.

IN WITNESS OF the undersigned has executed this Mortgage at the City of Edmonton, in the Province of Alberta, this 15th day of March, 2016.

Witness

Per: Name

Paul McCracken

AFFIDAVIT OF EXECUTION

CANADA)	I, Alethea Behr.
PROVINCE OF ALBERTA)	of the city of EDMONTON
TO WIT:)	in the Province of Alberta

MAKE OATH AND SAY:

1) I WAS PERSONALLY present and did see Paul McCracken, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2) THAT THE SAME was executed at EDMONTON, in the Province of Alberta, and that I am the subscribing witness thereto.

3) THAT I KNOW the said Paul McCraken and they are, in my belief, of the full age of eighteen (18) years.

Sworn before me at EDMONTON,)

in the Province of Alberta)

this 1 day of March, 2016)

Signature of Witness

Erin Sargent
A Commissioner for Oaths
In and for Alberta,
Appointee #0741558
Expiry Date March 14, 2017

A COMMISSIONER OF OATHS IN AND FOR THE PROVINCE OF ALBERTA

Dated: March 1, 2016.

Affidavit Verifying Corporate Signing Authority

Form 31.1
Land Titles Act
Section 161

I, Paul McCraken,

of Edmonton, in the Alberta,

make oath and say:

1. I am an officer or a director of Canada North Camps Inc.

   named in the within or annexed instrument (or caveat).

2. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at Edmonton
in the Province of Alberta
this 1st day of March, 2016

(A Commissioner, Etc. (or as the case may be))

(Signature of Officer or Director)

Erin Sargent
A Commissioner for Oaths
in and for Alberta,
Appointee #0741558
Expiry Date March 14, 2017

(Print or Stamp Name of Commissioner)

March 14, 2017

(Expiry Date of Commission or Office)

162074096 REGISTERED 2016 03 11
MORT - MORTGAGE
DOC 1 OF 1 DRR#: D09EA95 ADR/DALBONIG
LINC/S: 0030133177

EXHIBIT "O"

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0030 133 177	0325037;2;1	032 380 360

LEGAL DESCRIPTION
PLAN 0325037
BLOCK 2
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.8 HECTARES (6.92 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;80;26;SE

MUNICIPALITY: MUNICIPAL DISTRICT OF OPPORTUNITY NO. 17

REFERENCE NUMBER: 032 380 359

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
032 380 360	07/10/2003	TRANSFER OF LAND	$5,000	$6,654

OWNERS

CANADA NORTH CAMP INC.
OF 16410-137 AVENUE
EDMONTON
ALBERTA T5V 1R6

This is Exhibit " O " referred to in the affidavit / ~~statutory declaration~~ of Kith Talbot
Sworn before me this 12 day of October
A.D. 2018.

Commissioner for Oaths in and for the Province of Alberta

KENTIGERN A. ROWAN, Q.C.
Barrister & Solicitor
A Commissioner for Oaths
in and for Alberta

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
792 318 206	28/12/1979	SURFACE RIGHTS BOARD ORDER IN FAVOUR OF - CONOCOPHILLIPS CANADA RESOURCES CORP. BOX 130 STN M CALGARY ALBERTA T2P2H7 ORDER NO. E1558/79

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		(DATA UPDATED BY: CHANGE OF NAME 022055929) (DATA UPDATED BY: CHANGE OF NAME 092043394)
872 112 456	25/05/1987	CAVEAT RE : EASEMENT CAVEATOR - MUNICIPAL DISTRICT OF OPPORTUNITY NO.17. BOX 60, WABASCA ALBERTA T0G2K0 (DATA UPDATED BY: TRANSFER OF CAVEAT 982064322)
882 202 210	31/08/1988	SURFACE RIGHTS BOARD AMENDING ORDER ORDER NO. 1630/88 "AMENDING BOARD ORDER #E1558/79 DOCUMENT TYPE/PARTY DELETED BY 932303283 1993 10 01"
892 335 484	20/12/1989	SURFACE RIGHTS BOARD AMENDING ORDER ORDER NO. 3178/89 "AMENDING BOARD ORDER #E1558/79 DOCUMENT TYPE/PARTY DELETED BY 932303283 1993 10 01"
912 336 404	06/12/1991	CAVEAT RE : EASEMENT CAVEATOR - ALBERTA POWER LIMITED. 10035 105 STREET, EDMONTON ALBERTA AGENT - GEORGE LEIGHTON
952 164 874	27/06/1995	UTILITY RIGHT OF WAY GRANTEE - CENTRA GAS ALBERTA INC.
972 204 940	14/07/1997	CAVEAT RE : SURFACE LEASE UNDER 20 ACRES CAVEATOR - PARAMOUNT ENERGY OPERATING CORP. ATTN: LAND MANAGER BOX 2776, STATION M CALGARY ALBERTA T2P3C2 (DATA UPDATED BY: TRANSFER OF CAVEAT 022048936) (DATA UPDATED BY: CHANGE OF NAME 052453823) (DATA UPDATED BY: TRANSFER OF CAVEAT 062275878) (DATA UPDATED BY: CHANGE OF ADDRESS 082125796)
972 302 229	02/10/1997	UTILITY RIGHT OF WAY GRANTEE - ALTAGAS SERVICES INC. 1700, 355-4 AVENUE SW CALGARY ALBERTA T2P0J1

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022051938) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 032125221)
972 383 781	12/12/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ALBERTA POWER LIMITED. 10035 105 STREET, EDMONTON ALBERTA T5J2V6 AGENT - TRISHA LOOSEMORE
982 022 856	22/01/1998	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 (DATA UPDATED BY: TRANSFER OF CAVEAT 022357122)
982 056 896	26/02/1998	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ALBERTA POWER LIMITED. ATTENTION: LAND & PROPERTIES 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - TRISHA LOOSEMORE
012 355 268	05/11/2001	SURFACE RIGHTS BOARD AMENDING ORDER AFFECTS INSTRUMENT: 792318206 ORDER NO E15558/79 AND E98/83 AMENDING ORDER 0673/99 PARTY NAME CHANGED TO PANCANADIAN PETROLEUM LTD
012 355 277	05/11/2001	SURFACE RIGHTS BOARD AMENDING ORDER AFFECTS INSTRUMENT: 882202210 ORDERS E155/79 E98/83 1630/88 AMENDING ORDER 3178/89 PARTY NAME CHANGED TO PANCANADIAN PETROLEUM LTD
012 355 314	05/11/2001	SURFACE RIGHTS BOARD AMENDING ORDER AFFECTS INSTRUMENT: 892335484 ORDERS 3178/89 AMENDING ORDER 0673/99 PARTY NAME AMENDED TO PANCANADIAN PETROLEUM LTD
032 069 743	25/02/2003	SURFACE RIGHTS BOARD AMENDING ORDER AFFECTS INSTRUMENT: 792318206 ORDER NO. E1558/79 AND E98/83

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AMENDING ORDER 3578/2001 PARTY NAME CHANGE TO CANADIAN NATURAL RESOURCES LIMITED.
032 251 082	10/07/2003	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. ATTENTION: LAND & PROPERTIES, 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - TRACY DAVIDSON
162 074 096	11/03/2016	MORTGAGE MORTGAGEE - WESLEASE OF CANADA LTD. 11464-149 STREET EDMONTON ALBERTA T5M1W7 ORIGINAL PRINCIPAL AMOUNT: $761,000
182 064 631	16/03/2018	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CANADIAN WESTERN BANK. 600, 12220 STONY PLAIN ROAD EDMONTON ALBERTA T5N3Y4 AGENT - CHARLES P RUSSELL

TOTAL INSTRUMENTS: 018

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 3 DAY OF OCTOBER, 2018 AT 01:56 P.M.

ORDER NUMBER: 36007378

CUSTOMER FILE NUMBER: 41632.34/kaR

REGISTRAR OF LAND TITLES

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).