Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED
DEC 17 2018
Clerk of the Court

COURT FILE NO.	1703 12327
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF 667402 ALBERTA LTD., 18512398 ALBERTA LTD., 816956 ALBERTA LTD., 1371047 ALBERTA LTD., 1919209 ALBERTA LTD. AND CANADA NORTH GROUP LP HOLDINGS LTD.
DOCUMENT	**EXHIBITS OF TRANSCRIPT OF PAUL MCCRACKEN AND TRANSCRIPT OF BARRY ROMAN**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DARREN R. BIEGANEK Q.C./ RYAN F.T. QUINLAN Barrister & Solicitor Phone: (780) 441-4336 Fax: (780) 428-9683 File No.: 196164	**DUNCAN CRAIG LLP** LAWYERS MEDIATORS 2800 Scotia Place 10060 Jasper Avenue Edmonton, Alberta, Canada, T5J 3V9

LIST OF EXHIBITS

Exhibits of Transcript of Paul McCracken for Questioning held December 4 and 5, 2018

Tab

21. Exhibit D-17: Services Agreement for Kilometer LP

22. Exhibit D-18: Services Agreement for Bonnyville Lodge LP

23. Exhibit D-19: Services Agreement for Wandering River Lodge Limited Partnership

24. Exhibit D-20: Services Agreement for Peace River Lodge LP

25. Exhibit D-21: Operating Agreement for Kilometer 147 LP

26. Exhibit D-22: Operating Agreement for Bonnyville Lodge LP

27. Exhibit D-23: Operating Agreement for Wandering River Lodge LP

28. Exhibit D-24: Operating Agreement for Peace River Lodge LP

29. Exhibit D-25: September 30, 2015, Financial Statements for Wandering River Lodge LP

30. Exhibit D-26: Master Equipment Lease Agreement between Peace River Lodge LP and Canada North Camps Inc.

31. Exhibit D-27: General Ledger Report, amounts owing by Wandering River LP

32. Exhibit D-28: General Ledger Report, amounts owing by Peace River Lodge

33. Exhibit D-29: General Ledger Report, amounts owing by Bonnyville LP

34. Exhibit D-30: General Ledger Report, amounts owing by Monias Lodge

35. Exhibit D-31: Email and asset listing dated August 2017

36. Exhibit A (**For Identification**): Email to Canada North counsel, re: assets, dated April 27, 2018

37. Exhibit B (**For Identification**): Email from Stephanie Wanke to Chuck Russell, re: asset list, dated February 22, 2018

38. Exhibit D-32 (**Confidential**): Asset List attached to email marked as B for identification dated February 22, 2018 - **provided to Justice Nielsen and counsels only**

39. Exhibit D-33: Email from Stephanie Wanke to Matt McCulloch et al, re: CNC – pre-closing transactions, dated April 30, 2018

Exhibits of Transcript of Barry Roman for Questioning held December 6, 2018

40. Exhibit D-34: Email from Mark Shtay dated September 4, 2018

41. Exhibit D-35: Kilometer 147 Financial Statement dated September 30, 2015

42. Exhibit D-36: Peace River Lodge Financial Statement dated September 30, 2015

Exhibit D-1(Confidential): provided to Justice Nielsen and counsels only

Government of Alberta ■ Historical Corporation/Non-Profit Search

Corporate Registration System

Historical Date: 2017/03/29
Date of Search: 2018/12/04
Time of Search: 09:44 AM
Search provided by: MCALLISTER LLP

Service Request Number: 30095230
Customer Reference Number: 87659-0

Corporate Access Number: 2017413226
Legal Entity Name: CANADA NORTH GROUP LP HOLDINGS LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2013/04/10 YYYY/MM/DD

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

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

Directors:

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

Exhibit: D-2
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

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

Voting Shareholders:

Legal Entity Name: CANADA NORTH GROUP INC.
Corporate Access Number: 206674020
Street: 14238 - 134 AVENUE
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 5V8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

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

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2016	2016/08/01

Filing History:

List Date (YYYY/MM/DD)	Type of Filing

2013/04/10	Incorporate Alberta Corporation
2016/08/01	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2013/04/10
Other Rules or Provisions	ELECTRONIC	2013/04/10
Share Structure	ELECTRONIC	2013/04/10

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

Historical Corporation/Non-Profit Search

Corporate Registration System

Historical Date:	2017/03/29
Date of Search:	2018/12/04
Time of Search:	09:42 AM
Search provided by:	MCALLISTER LLP

Service Request Number:	30095212
Customer Reference Number:	87659-0

Corporate Access Number: 2018512398
Legal Entity Name: CANADA NORTH CAMPS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2014/10/01 YYYY/MM/DD

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

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

Directors:

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

Exhibit: D-3
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Bluel

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

Voting Shareholders:

Legal Entity Name: CANADA NORTH GROUP INC.
Corporate Access Number: 206674020
Street: 14238 134 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5L 5V8
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT
Share Transfers Restictions: SEE ELECTRONIC ATTACHMENT
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Resticted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC ATTACHMENT

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2015267053	CANADA NORTH STRUCTURES INC.
2018498770	CANADA NORTH CAMPS INC.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2016	2016/11/29

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2014/10/01	Amalgamate Alberta Corporation
2016/11/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2014/10/01
Restrictions on Share Transfers	ELECTRONIC	2014/10/01
Other Rules or Provisions	ELECTRONIC	2014/10/01
Statutory Declaration	10000907108978614	2014/10/01

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.

REGISTRAR OF CORPORATIONS

Government of Alberta ■

Historical Corporation/Non-Profit Search

Corporate Registration System

Historical Date:	2017/03/29
Date of Search:	2018/12/04
Time of Search:	09:44 AM
Search provided by:	MCALLISTER LLP

Service Request Number:	30095229
Customer Reference Number:	87659-0

Corporate Access Number: 206674020
Legal Entity Name: CANADA NORTH GROUP INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
667402 ALBERTA LTD.	2013/01/14

Legal Entity Status:	Active
Alberta Corporation Type:	Named Alberta Corporation
Registration Date:	1995/09/08 YYYY/MM/DD
Date of Last Status Change:	2009/02/26 YYYY/MM/DD

Registered Office:

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

Records Address:

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

Directors:

Last Name: MCCRACKEN

Exhibit: D-4
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

First Name:	SHAYNE
Street/Box Number:	14238 - 134 AVENUE
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5L 5V8

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

Voting Shareholders:

Last Name:	MCCRACKEN
First Name:	PAUL
Street:	14238 134 AVE
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5L 5V8
Percent Of Voting Shares:	100

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2016	2016/11/03

Filing History:

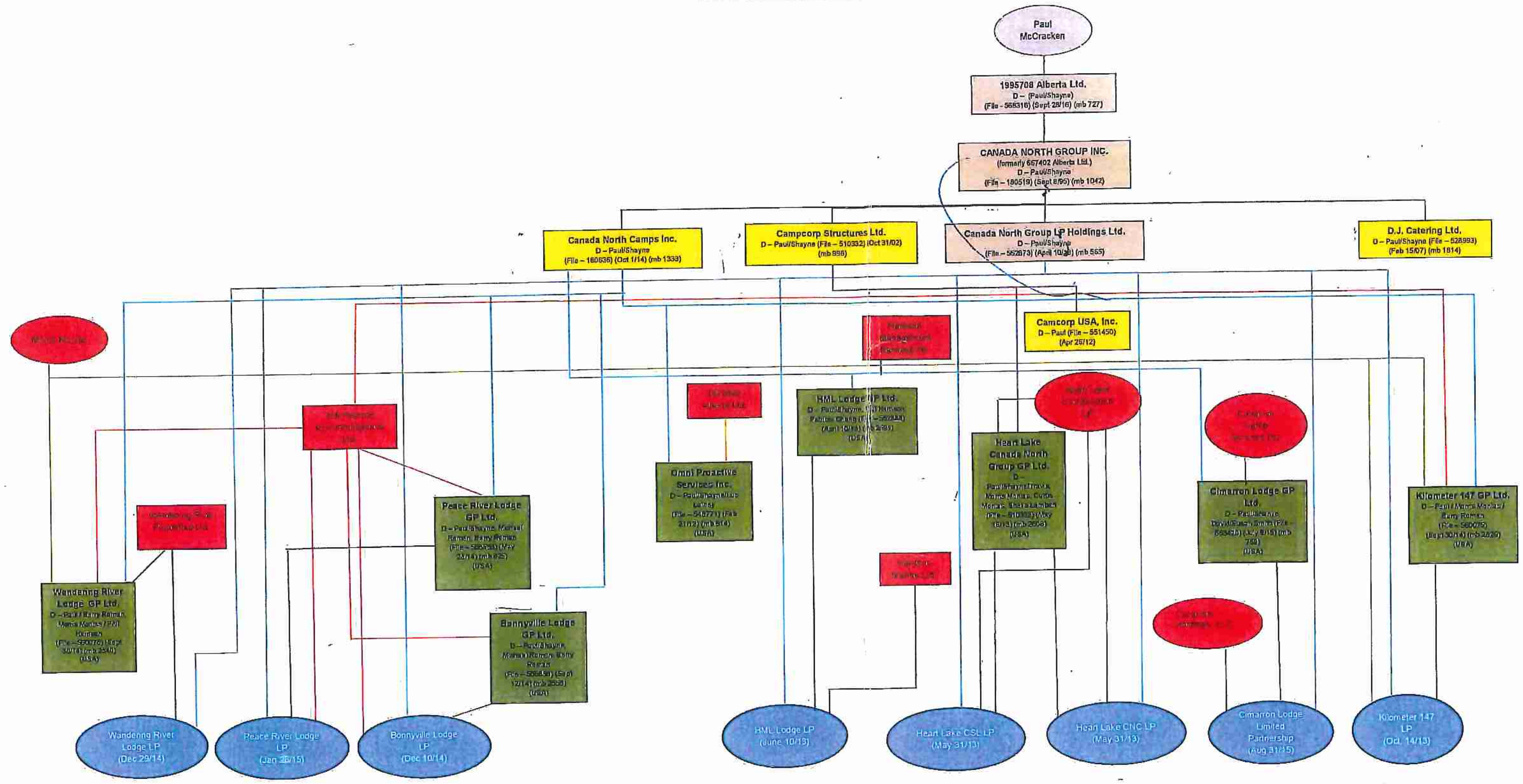
List Date (YYYY/MM/DD)	Type of Filing
1998/10/29	Enter Annual Returns for Alberta and Extra-Prov. Corp. (Old)
2000/07/04	Change Address
2008/11/02	Status Changed to Start for Failure to File Annual Returns
2012/01/06	Change Director / Shareholder
2013/01/14	Name Change Alberta Corporation

2016/11/03	Enter Annual Returns for Alberta and Extra-Provincial Corp.

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.

D-5

EXISTING STRUCTURE - McCRACKEN GROUP

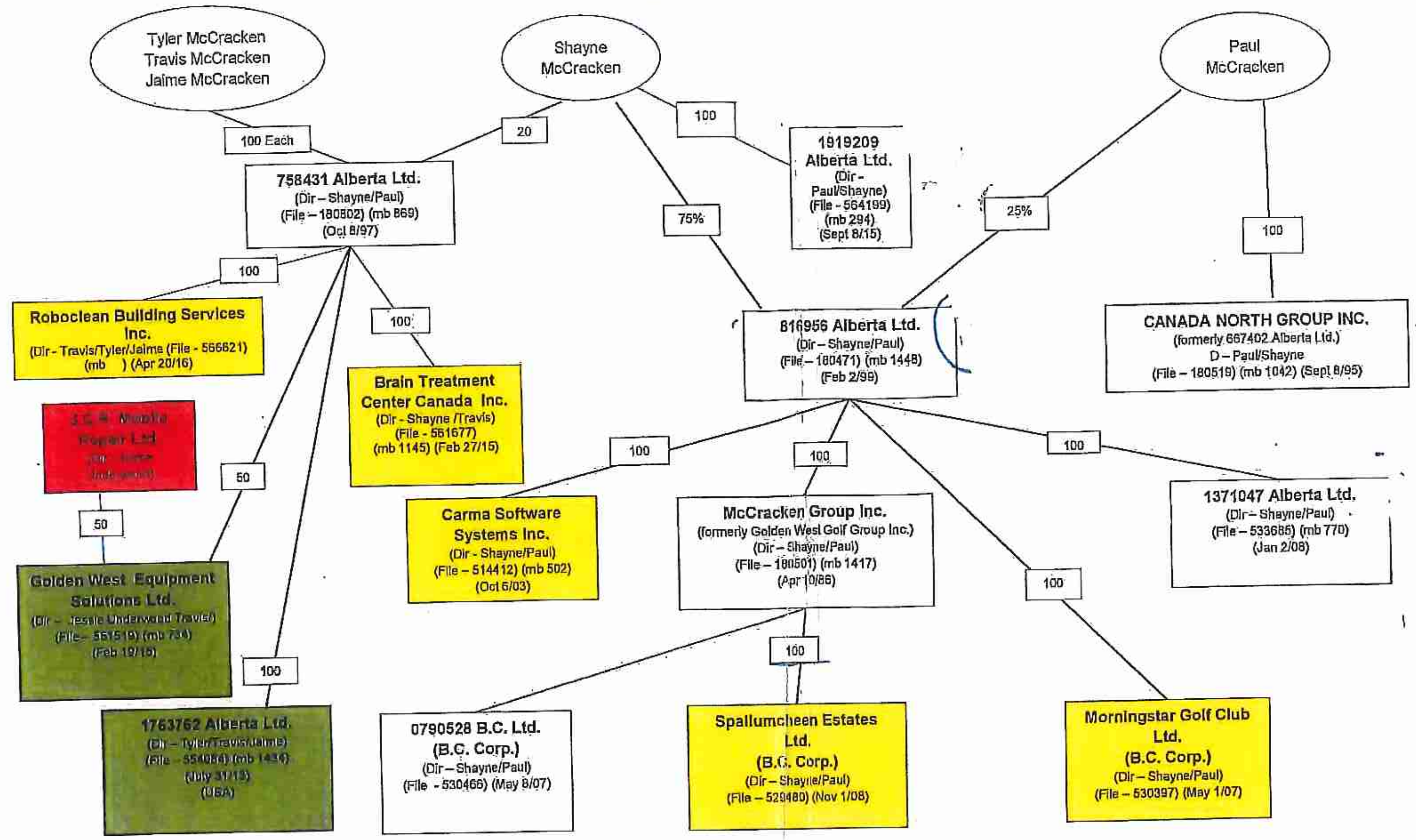


LEGEND:
Red - owned by third party
Yellow - operating company
Brown - holding company
Green - owned 50%
Blue - partnership with another party

Effective as of September 30/16
6965416_9/NATDOCS

D-6

EXISTING STRUCTURE - McCRACKEN GROUP



LEGEND:
Red - owned by third party
Yellow - operating company
Brown - holding company
Green - owned 50%
Blue - partnership with another party

Effective as of August 11, 2016

13407565.1/NATDOCS

Exhibit: D-7
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

WANDERING RIVER GP LTD.
("Corporation")

RESOLUTIONS IN WRITING OF THE
DIRECTORS OF THE CORPORATION AS
OF SEPTEMBER 30, 2014.

WHEREAS a Certificate of Incorporation dated September 30, 2014 has been issued pursuant to the *Business Corporations Act* (Alberta), RSA 2000, c. B-9, as amended.

WHEREAS the directors desire to take the necessary steps to properly organize the Corporation.

IT IS RESOLVED THAT:

1. Bylaw No. 1, a bylaw relating generally to the transaction of the business and affairs of the Corporation, be and is hereby enacted as a bylaw of the Corporation.

2. Bylaw No. 2, a bylaw to authorize the directors to borrow and give security, be and is hereby enacted as a bylaw of the Corporation.

3. the following corporate records be and are hereby adopted and shall be placed in the Corporation's minute book:

   (a) a directors register;

   (b) a shareholders register;

   (c) a securities register;

   (d) a transfer register;

   (e) a register of filed notices;

   (f) a register of disclosures;

   (g) a register of mortgages; and

   (h) a stated capital ledger.

4. the following individuals be elected as officers of the Corporation:

President	-	Barry Roman
Vice-President	-	Paul McCracken
Secretary	-	Phil Harrison
Treasurer	-	Morris Monias

5. the form of share certificates annexed hereto and initialled by the President for identification be and are hereby confirmed as the form of share certificates of the Corporation.

6. the following share certificates be issued:

Certificate No. A-1	Canada North Camps Inc. 25 Class A Shares
Certificate No. A-2	Wandering River Properties Ltd. 25 Class A Shares
Certificate No. A-3	726 Remote Accommodations, Ltd. 25 Class A Shares
Certificate No. A-4	Morris Monias 25 Class A Shares

7. the stated capital account of the Corporation maintained for the Common Shares shall stand as follows:

CLASS OR SERIES OF SHARES	TOTAL NO. OF SHARES OUTSTANDING	TOTAL STATED CAPITAL ACCOUNT	STATED CAPITAL PER SHARE
A	100	$10.00	$0.10

8. the registered office of the Corporation be situated at:

Dentons Canada LLP
2900, 10180 – 101 Street
Edmonton, Alberta T5J 3V5

9. the accounting records of the Corporation be maintained at:

[to be provided]

10. shareholders' meetings be held at Edmonton, Alberta.

Signed by the directors of the Corporation entitled to vote on the foregoing resolutions at a meeting of directors, on the date noted above.

PAUL MCCRACKEN

PHIL HARRISON

BARRY ROMAN

MORRIS MONIAS

Exhibit: D-8
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

BYLAW NO. 2

A bylaw authorizing the directors to
borrow and give security on behalf of

WANDERING RIVER GP LTD.

The directors of the corporation may

(a) borrow money on the credit of the corporation;

(b) issue, reissue, sell or pledge debt obligations of the corporation;

(c) give a guarantee on behalf of the corporation to secure performance of an obligation of any person; and

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the corporation, owned or subsequently acquired, to secure any obligation of the corporation.

Enacted by the Board on September 30, 2014.

Confirmed by the Shareholders on September 30, 2014.

Exhibit: D-9
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

EQUIPMENT SCHEDULE NUMBER 001

This Equipment Schedule Number 001 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Wandering River Lodge Limited Partnership as Lessee as of November 4, 2014. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of November 4, 2014 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth hereinafter.

Lessee: Wandering River Lodge Limited Partnership

Delivery Address: NE quarter of section 35, township 71, range 17, west of the fourth meridian, Wandering River, AB.
Location contact is Mike McInnis; mike.mcinnis@canadanorthcamps.com; tele #780-488-3391

Delivery Date: December 29, 2014 (lease start date)

Equipment Value: $15,000,000

EQUIPMENT SPECIFICATIONS:
Manufacturer ______ Serial Number ______ Length ______ Width
(See Schedule B attached hereto and made a part hereof)

Rate Per Month: See Schedule A attached hereto; $297,600 per month plus GST for the 12 month TransCanada guarantee period and a variable monthly rate during the 30 month down period based on occupancy but in no event less than $193,800 per month plus GST.

Minimum Lease Term: forty-two (42) months

Lease Extension Option: fair market value to be negotiated.

Purchase Option: none.

Dismantle and Return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

LESSEE: Wandering River Lodge LP

Signature: ______
By: Wandering River Lodge GP, Ltd, as GP
Print Name: Paul McCracken
Title: President
Date: January ___, 2015

LESSOR: 726 Remote Accommodations, Ltd.

Signature: ______
Print Name: Barry Roman
Title: President
Date: January ___, 2015

21327v3

Schedule "A"

Equipment description and lease rate:

12 month monthly rate during Trans Canada guarantee occupancy period

- 7x38 person skidded executive dorms..$168,000.00/mth
- 3x30 person skidded executive dorms..$ 72,000.00/mth
- 2x10 unit skidded kitchen dinners..$ 52,000.00/mth
- (1) 12 x 60 skidded bootroom..$ 1,600.00/mth
- (1) 12 x 60 skidded reception..$ 1,600.00/mth
- (1) 12 x40 skidded laundry..$ 2,400.00/mth

30 month down rate – occupancy less than 30%

- 7x38 person skidded executive dorms..$105,000.00/mth
- 3x30 person skidded executive dorms..$ 45,000.00/mth
- 2x10 unit skidded kitchen dinners..$ 40,000.00/mth
- (1) 12 x 60 skidded bootroom..$ 1,000.00/mth
- (1) 12 x 60 skidded reception..$ 1,000.00/mth
- (1) 12 x40 skidded laundry..$ 1,800.00/mth

30 month down rate – occupancy 30% to 50%

- 7x38 person skidded executive dorms..$119,000.00/mth
- 3x30 person skidded executive dorms..$ 51,000.00/mth
- 2x10 unit skidded kitchen dinners..$ 44,000.00/mth
- (1) 12 x 60 skidded bootroom..$ 1,200.00/mth
- (1) 12 x 60 skidded reception..$ 1,200.00/mth
- (1) 12 x40 skidded laundry..$ 2000.00/mth

30 month down rate – occupancy 50% to 80%

- 7x38 person skidded executive dorms..$133,000.00/mth
- 3x30 person skidded executive dorms..$ 57,000.00/mth
- 2x10 unit skidded kitchen dinners..$ 48,000.00/mth
- (1) 12 x 60 skidded bootroom..$ 1,400.00/mth
- (1) 12 x 60 skidded reception..$ 1,400.00/mth
- (1) 12 x40 skidded laundry..$ 2,200.00/mth

30 month down rate – occupancy more than 80%

- 7x38 person skidded executive dorms..$147,000.00/mth
- 3x30 person skidded executive dorms..$ 63,000.00/mth
- 2x10 unit skidded kitchen dinners..$ 52,000.00/mth
- (1) 12 x 60 skidded bootroom..$ 1,600.00/mth
- (1) 12 x 60 skidded reception..$ 1,600.00/mth
- (1) 12 x40 skidded laundry..$ 2,400.00/mth

- Any alterations to the equipment quoted must be approved by 726 Modular Finance Canada. Costs associated with alterations to be paid for by Canada North.
- Please refer to attachment's for drawings and specifications

Schedule B to Equipment Schedule Number 0 ...or Wandering River Lodge Limited Partnership

Manufacturer	Year of Manu	Length	Width	Serial #	Qty	Description
ATCO Structures	2013	56	12	ND0070-1 to ND0070-8	8	30 person skidded VIP dorm
ATCO Structures	2013	56	12	ND0071-1 to ND0071-8	8	30 person skidded VIP dorm
Alta-Fab Structures	2012	56	12	NHAF3961 to NHAF3968	8	30 person skidded VIP dorm
ATCO Structures	2012	56	12	KZ5115-1 to KZ5115-10	10	10 unit skidded kitchen/diner
ATCO Structures	2007	40	12	240074976	1	12 x 40 skidded laundry unit
ATCO Structures	2011	60	12	260118594	1	12 x 60 skidded office
ATCO Structures	2011	60	12	260118595	1	12 x 60 skidded office
Northgate	2011	60	12	19281-1260-ST(A)-08N11	1	skidded KDR unit
Northgate	2011	60	12	19282-1260-P(B)-08N11	1	skidded KDR unit
Northgate	2011	60	12	19283-1260-K(C)-08N11	1	skidded KDR unit
Northgate	2011	60	12	19284-1260-S(D)-08N11	1	skidded KDR unit
Northgate	2011	60	12	19540-1260-D(E)-09N11	1	skidded KDR unit
Northgate	2011	60	12	19541-1260-D(F)-09N11	1	skidded KDR unit
Northgate	2006	60	12	AMI-1260-D-06-0056	1	skidded KDR unit
Northgate	2006	60	12	AMI-1260-D-06-0057	1	skidded KDR unit
Northgate	2006	60	12	AMI-1260-D-06-0058	1	skidded KDR unit
Northgate	2006	60	12	AMI-1260-D-06-0059	1	skidded KDR unit
Alta-Fab Structures	2014	56	12	NHAF4811-NHAF4818	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF4821-NHAF4828	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF5161-NHAF5168	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF5171-NHAF5178	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF5191-NHAF5198	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF5201-NHAF5208	8	38 person skidded VIP dorm
Alta-Fab Structures	2014	56	12	NHAF5211-NHAF5218	8	38 person skidded VIP dorm
					103	

Exhibit: D-10
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement ('Master Agreement') is made this 19th day of January, 2015 ('Effective Date') by and between 726 Remote Accommodations, Ltd., a British Columbia company with its headquarters at 2900 S Quincy Street, Suite 300 A, Arlington, VA 22206, and its successors and assigns ('Lessor') and Peace River Lodge LP., an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8. ('Lessee').

From time to time Lessee may propose to lease and Lessor may elect to lease to Lessee, various workforce housing modules, trailers and/or relocatable, modular and/or pre-fabricated structures including various appurtenances, such as stairs, railings, furniture, kitchen equipment, security systems and the like (collectively referred to as the 'Equipment'), pursuant to the following covenants.

Lessor and Lessee, intending to be legally bound, mutually agree that all Equipment leased by Lessee from Lessor after the Effective Date hereof shall be subject to the terms and conditions set forth by (i) this Master Agreement; (ii) the General Terms and Conditions; and (iii) the applicable equipment schedule ('Equipment Schedule') issued in conjunction with the subject lease transaction. The Master Agreement, the General Terms and Conditions and each Equipment Schedule shall be collectively referred to as the 'Agreement.'

By its signature below, Lessee acknowledges that it has read the General Terms and Conditions dated January 1, 2015 in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Master Agreement. Each party is hereby authorized to accept and rely upon facsimile signature or electronic signature of the other party to this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

1. EQUIPMENT SCHEDULE. An Equipment Schedule for each addition to the Equipment covered under this Agreement will be prepared as the subject Equipment is leased by Lessee from Lessor. The Equipment Schedule will provide the particulars with reference to the Identification and/or Description of the Equipment, a Delivery Date for the Equipment, the Equipment Value, Minimum Lease Term, Periodic Rental Rate and any other necessary specifics. All equipment delivered to Lessee or at Lessee's direction and scheduled on an Equipment Schedule is subject to the terms and conditions of this Agreement. Lessee shall have the right to sub-lease the Equipment upon prior written consent from Lessor.

2. MODIFICATION OF TERMS AND CONDITIONS. The above referenced General Terms and Conditions remain unmodified, and in full force and effect, except to the extent expressly set forth by this Agreement.

Accepted By: **Lessee** **Peace River Lodge LP**	**Lessor** **726 Remote Accommodations, Ltd.**
(signature) Paul McCracken, Vice President Peace River Lodge GP, Ltd. Dated: January ___, 2015	(signature) Barry Roman, President Dated: January ___, 2015

GENERAL TERMS AND CONDITIONS

1. True Lease. Except as set forth in an Equipment Schedule, this Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

2. Delivery; Acceptance. The Equipment shall be deemed accepted on the date set forth in a certificate of substantial completion which shall be signed by the Lessee and delivered to Lessor after the Equipment has been installed and is ready for use (Certificate of Substantial Completion). Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good working order and operating condition as of the date set forth on the Certificate of Substantial Completion. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

3. Term of Lease; Extension. The term of this Agreement begins on the date set forth in the Certificate of Substantial Completion and ends on the last day of the Minimum Lease Term ('Term') or the Extension Period (as herein defined). At the end of the Term, except where the Lessee has elected to exercise its purchase option, if any, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the 'Extension Period'). During the Extension Period, Lessor has the right to, on thirty (30) days notice, increase the Rate Per Month and/or the dismantle and return freight charges to Lessor's then prevailing rate. After the end of the Term, unless the Lessee has exercised its option to purchase the Equipment, if any, either party can terminate this Agreement on thirty (30) days written notice. During the Term, unless there is a material breach of the terms and conditions, neither Lessor nor Lessee shall have any right to cancel or terminate this Agreement.

4. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck to locate the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation, and knock down and return charges, including, but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. Lessor does not recommend or support the stacking of Equipment. Do not stack Equipment unless you have the approval of qualified engineering professionals, comply with all occupational safety laws, and obtain all zoning, building, and occupancy permits. Notwithstanding any express terms to the contrary, Lessor disclaims all warranties, express or implied, if the Lessee stacks Equipment.

5. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement. Lessee shall keep the Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments therefrom. Lessee assumes full responsibility for any stairs, railings, furniture, accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or codes.

6. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. 'Hazardous Materials' shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminates, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, province or local laws and regulations.

7. Rent; Fees; Taxes; Late Charges. Rent begins to accrue upon completion of delivery and set-up of the equipment (the 'Delivery Date'). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1.5% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

8. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

9. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs and attorney's fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) failure of Lessee to maintain the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

10. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion, acting reasonably) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Equipment (the 'Equipment Value') as stipulated in the Agreement plus the value of all accessories less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the 'Total Loss Amount'). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Agreement. Any loss or damage to the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 10 shall be binding upon Lessee in accordance with the terms hereof.

11. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period, liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and accessories, for the full term of the Agreement. (C) General: (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies under this Agreement, at the option of the Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 9 and 10.

12. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ('Events of Default'): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein: (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property shall be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

13. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, except where Lessee has elected to exercise its option to purchase, if any, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the equipment. Any impediment to pick-up of the

Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Equipment shall be broom clean and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession; Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment; any such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

14 Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

15. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

16. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 9 would be in violation of or otherwise prohibited by any applicable law, then Section 9 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 7, 8, 9 and 10 which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the Province of Alberta and the federal laws of Canada, applicable therein, regardless of the location of the Equipment. Lessee hereby consents and submits to the jurisdiction of the courts of the Province of Alberta located in Edmonton, Alberta, for purposes of enforcement of this Agreement. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any amendment thereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

General Terms and Conditions
January 1, 2015

EQUIPMENT SCHEDULE NUMBER 001

This Equipment Schedule Number 001 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Peace River Lodge LP as Lessee as of January 19, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January 19, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein.

Lessee: Peace River Lodge LP, 14238-134 Avenue, Edmonton, AB Canada T5L 5V8.

Delivery Address: Adjacent to the Peace River Airport, Peace River, AB.
Location contact is ____________; telephone # __________.

Delivery Date: The lease start date as set forth in the Certificate of Substantial Completion

Equipment Value: $10,677,533.85 (total Lessor investment, which investment was made by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in new Equipment Schedules which will be: (i) identified as Equipment Schedule Number 002, Equipment Schedule Number 003 and so forth and attached to the Master Equipment Lease Agreement; (ii) dated and entered into between the parties at the time of the issuance of any new invoice; and (iii) will attach a Schedule A listing the new equipment and a Schedule B listing the value and installation costs associated with the new equipment (hereinafter, each new Equipment Schedule is a "New Equipment Schedule")).

EQUIPMENT DESCRIPTION:

Manufacturer	Serial Number	Length	Width

(See Schedule A attached hereto and made a part hereof)

Rate Per Month: $296,835.44 (plus applicable taxes and fees); (Equipment Value x .0278, which value was agreed to by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in a New Equipment Schedule)

Minimum Lease Term: forty-five (45) months

Purchase Option: after all 45 monthly payments have been timely made, Lessee may purchase the Equipment for the sum of One Dollar ($1).

Dismantle and return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

LESSEE: Peace River Lodge LP

Signature: ______________________
Print Name: Paul McCracken
Title: Vice- President of Peace River Lodge GP, Ltd.
Date: January 19, 2015

LESSOR: 726 Remote Accommodations, Ltd.

Signature: ______________________
Print Name: Barry Roman
Title: President
Date: January 19, 2015

Schedule A - Equipment - Peace River, AB

#	Invoice #	Serial Number	Manufacturer	Length	Width
1	59641073	201402 FX PR 046	CampCorp Canada	56'	12'
2	59641073	201402 FX PR 047	CampCorp Canada	56'	12'
3	59641073	201402 FX PR 048	CampCorp Canada	56'	12'
4	59641073	201402 FX PR 049	CampCorp Canada	56'	12'
5	59641073	201402 FX PR 050	CampCorp Canada	56'	12'
6	59641073	201402 FX PR 051	CampCorp Canada	56'	12'
7	59641073	201402 FX PR 053	CampCorp Canada	56'	12'
8	59641073	201402 FX PR 054	CampCorp Canada	56'	12'
9	59641073	201402 006 SL	CampCorp Canada	56'	12'
10	59641073	201402 007 SL	CampCorp Canada	56'	12'
11	59641073	201402 008 SL	CampCorp Canada	56'	12'
12	59641073	201402 009 SL	CampCorp Canada	56'	12'
13	59641073	201402 011 SL	CampCorp Canada	56'	12'
14	59641073	201402 012 SL	CampCorp Canada	56'	12'
15	59641081	201402 FX PR 052	CampCorp Canada	56'	12'
16	59641081	201402 FX PR 057	CampCorp Canada	56'	12'
17	59641081	201402 FX PR 058	CampCorp Canada	56'	12'
18	59641081	201402 FX PR 059	CampCorp Canada	56'	12'
19	59641081	201402 FX PR 060	CampCorp Canada	56'	12'
20	59641081	201402 FX PR 061	CampCorp Canada	56'	12'
21	59641081	201402 FX PR 062	CampCorp Canada	56'	12'
22	59641081	201402 FX PR 063	CampCorp Canada	56'	12'
23	59641081	201402 FX PR 064	CampCorp Canada	56'	12'
24	59641088	201402 FX PR 027	CampCorp Canada	56'	12'
25	59641088	201402 FX PR 028	CampCorp Canada	56'	12'
26	59641088	201402 FX PR 029	CampCorp Canada	56'	12'
27	59641088	201402 FX PR 030	CampCorp Canada	56'	12'
28	59641088	201402 FX PR 031	CampCorp Canada	56'	12'
29	59641088	201402 FX PR 033	CampCorp Canada	56'	12'
30	59641088	201402 WB PR 003	CampCorp Canada	56'	12'
31	59641088	201402 WB PR 004	CampCorp Canada	56'	12'
32	59641088	201402 WB PR 005	CampCorp Canada	56'	12'
33	59641088	201402 WB PR 010	CampCorp Canada	56'	12'
34	59641088	201402 WB PR 013	CampCorp Canada	56'	12'
35	59641088	201402 WB PR 014	CampCorp Canada	56'	12'
36	59641088	201402 WB PR 017	CampCorp Canada	56'	12'
37	59641088	201402 WB PR 018	CampCorp Canada	56'	12'
38	59641093	201302 FX PR 001	CampCorp Canada	56'	12'
39	59641093	201302 FX PR 002	CampCorp Canada	56'	12'
40	59641093	201302 FX PR 015	CampCorp Canada	56'	12'
41	59641093	201302 FX PR 022	CampCorp Canada	56'	12'
42	59641093	201302 FX PR 023	CampCorp Canada	56'	12'
43	59641093	201302 FX PR 024	CampCorp Canada	56'	12'
44	59641093	201302 FX PR 026	CampCorp Canada	56'	12'
45	59641093	201302 FX PR 038	CampCorp Canada	56'	12'
46	59641093	201302 FX PR 039	CampCorp Canada	56'	12'

Schedule A - Equipment - Peace River, AB

#	Invoice #	Serial Number	Manufacturer	Length	Width
47	59641093	201302 FX PR 045	CampCorp Canada	56'	12'
48	59641093	201302 FX PR 055	CampCorp Canada	56'	12'
49	59641093	201302 FX PR 056	CampCorp Canada	56'	12'
50	59641094	201402 FX PR 034	CampCorp Canada	56'	12'
51	59641094	201402 FX PR 036	CampCorp Canada	56'	12'
52	59641094	201402 FX PR 037	CampCorp Canada	56'	12'
53	59641096	201302 FX PR 019	CampCorp Canada	56'	12'
54	59641096	201302 FX PR 020	CampCorp Canada	56'	12'
55	59641096	201302 FX PR 021	CampCorp Canada	56'	12'
56	59641096	201302 FX PR 040	CampCorp Canada	56'	12'
57	59641096	201302 FX PR 041	CampCorp Canada	56'	12'
58	59641096	201302 FX PR 043	CampCorp Canada	56'	12'
59	59641096	201302 FX PR 044	CampCorp Canada	56'	12'
60	59641101	201402 FX PR 016	CampCorp Canada	56'	12'
61	59641101	201402 FX PR 025	CampCorp Canada	56'	12'
62	59641101	201402 FX PR 032	CampCorp Canada	56'	12'
63	59641101	201402 FX PR 035	CampCorp Canada	56'	12'
64	59641101	201402 FX PR 042	CampCorp Canada	56'	12'

Schedule B -Peace River Lodge LP -
Summary of Combined 726 Investment as at January 19, 2015

Assets	Date Paid	Amount	Currency	Notes
23 units	6/24/14	2,385,166.83	US	purchased from CampCorp Canada
29 units	7/21/14	3,007,384.27	US	purchased from CampCorp Canada
12 units	8/21/14	1,244,434.86	US	purchased from CampCorp Canada
US Sub-Total		6,636,985.96		
Convert to CAD		7,632,533.85	1.15	convert at 1.15 CAD to 1 US
site / set up	10/9/14	500,000.00	CAD	paid to Canada North
site / set up	10/21/14	300,000.00	CAD	paid to Canada North
site / set up	10/30/14	827,500.00	CAD	paid to Canada North
site / set up		1,417,500.00	CAD	Canada North, invoices 8, 9, 10
EQUIPMENT VALUE		10,677,533.85		

EQUIPMENT SCHEDULE NUMBER 002

This Equipment Schedule Number 002 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Peace River Lodge LP as Lessee as of February 5, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January 19, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein. All figures are in Canadian dollars.

Lessee: Peace River Lodge LP, 14238-134 Avenue, Edmonton, AB Canada T5L 5V8.

Delivery Address: Adjacent to the Peace River Airport, Peace River, AB.
Location contact is ____________; telephone # ____________.

Delivery Date: The lease start date as set forth in the Certificate of Substantial Completion.

Equipment Value: $2,307,129.31 (total Lessor investment, which investment was made by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with installation of any new equipment after the date hereof shall be set out in new Equipment Schedules which will be: (i) identified as Equipment Schedule Number 002, Equipment Schedule Number 003 and so forth and attached to the Master equipment Lease Agreement; (ii) dated and entered into between the parties at the time of the issuance of any new invoice; and (iii) will attach a Schedule A listing the new equipment and a Schedule B listing the value and installation costs associated with the new equipment (hereinafter, each new Equipment Schedule is a "New Equipment Schedule")).

EQUIMENT DESCRIPTION:

Manufacturer	Serial Number	Length	Width

(See Schedule A attached hereto and made a part hereof)

Rate Per Month: $64,138.19 (plus applicable fees and taxes)' (equipment Value x .0278, which value was agreed to by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in a New Equipment Schedule).

Minimum Lease Term: forty-five (45) months.

Purchase Option: after all 45 monthly payments have been timely made, Lessee may purchase the Equipment for the sum of One Dollar ($1).

Dismantle and Return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

LESSEE: Peace River Lodge LP	**LESSOR: 726 Remote Accommodations, Ltd.**
Signature: ____________	Signature: ____________
Print Name: Paul McCracken	Print Name: Barry Roman
Title: VP of Peace River Lodge GP, Ltd.	Title: President
Date: February 9, 2015	Date: February 9, 2015

Schedule A to Equipment Schedule Number 002 by and between 726 Remote Accommodations, Ltd as Lessor and Peace River Lodge LP as Lessee

NONE

Schedule B to Equipment Schedule Number 002 by and between 726 Remote Accommodations, Ltd as Lessor and Peace River Lodge LP as Lessee

Various site and set-up work at the Peace River Lodge in Peace River, AB as detailed on invoice number 11 dated January 21, 2015 attached hereto.

Draw #6 Support - Peace ʹ ,nvoice # 11 (2/6/15)

Vendor	Invoice #	Amount	Description	Amt excl. GST	Notes
Advanced Paramedic	5027732	157.50	installation	$ 150.00	
Araam Inc	845879-001	31,298.40	furnishings	$ 29,808.00	
Banner Environmental	215-14-15	84,455.33	engineering	$ 80,433.65	
Banner Environmental	214-14-17	5,461.56	engineering	$ 5,201.49	
CanTech Electrical	13728	51,602.14	electric	$ 49,144.90	
CanTech Electrical	13647	5,209.92	electric	$ 4,961.83	
ClearBakk Energy		649,173.00	sewer plant; water plant	$ 649,173.00	
Fehr Building Materials	136576	1,152.95	lumber - installation	$ 1,098.05	
Highland Metalcraft	151558	50,715.00	furnishings	$ 48,300.00	
Klovansky Contracting	2183	435,041.46	civil work	$ 414,325.20	
Klovansky Contracting	2183 HB	46,036.13	civil work hold back	$ 46,036.13	holdback for invoice 2183
Mile Motor Inn	72787	96.00	overhead	$ 91.59	
Peace Valley Inns	379937	228.90	overhead	$ 218.40	
Peace Valley Inns	379319	152.60	overhead		invoice included is supporting information for Roterra 8111239-3
Peace Valley Inns	379318-2	261.60	overhead		invoice included is supporting information for Roterra 8111239-3
Performance North	47513	157.50	installation		invoice included is supporting information forAdvanced Paramedic5027732
Plantasia Creations	46629	7,324.80	furnishings	$ 6,976.00	
Renegade Gas & Oilfield	19428	3,512.25	installation	$ 3,345.00	
Renegade Gas & Oilfield	19427	3,512.25	installation	$ 3,512.25	
Roterra Screw Pilings	8111239-2	164,014.02	pilings - foundations	$ 156,203.83	
Roterra Screw Pilings	8111239-4	25,193.37	pilings - foundations	$ 23,993.69	
Roterra Screw Pilings	8111239-3	27,752.59	pilings - foundations	$ 26,431.04	
The Flooring People	12432	7,041.55	installation	$ 6,706.24	
Western Budget Motel	775	19,590.06	overhead	$ 469.02	invoice included is supporting information for Roterra 8111239-3
WorkSite Construction	1519	372,082.50	installation	$ 355,050.00	
WorkSite Construction	1519 HB	39,450.00	installation holdback	$ 39,450.00	
WorkSite Construction	1518	58,852.50	installation	$ 50,445.00	
WorkSite Construction	1518 HB	5,605.00	installation holdback	$ 5,605.00	
INC			materials	$ 300,000.00	
				$ 2,307,129.31	
GST				$ 115,356.47	
Total Invoice				$ 2,422,485.78	

CERTIFICATE OF SUBSTANTIAL COMPLETION

Reference is hereby made to the Equipment Schedule Number 001 to the Master Equipment Lease Agreement dated January 19, 2015 (Lease) by and between 726 Remote Accommodations Ltd. as Lessor and Peace River Lodge LP as Lessee wherein Lessor agreed to lease to Lessee certain Equipment as set forth in the Lease.

Peace River Lodge LP hereby acknowledges that the Equipment which is subject to the above referenced Lease has been installed and is on lease as of the date set forth hereinafter.

Lessee acknowledges and agrees that as of January 26, 2015:

a) the Lessee assumes all risk of loss and or damage to the Equipment and any liability arising therefrom;

b) Lessee assumes all responsibility for the associated security and maintenance of the Equipment; and

c) the Equipment is accepted and deemed to be on lease as of the date set forth above.

Lessee is delivering this Certificate of Substantial Completion to Lessor pursuant to and in connection with the Lease.

Equipment: sixty-four (64) modular buildings as set forth on Schedule A to Equipment Schedule Number 001, the Lease.

Lessee: Peace River Lodge LP

By: ____________________
Paul McCracken, Vice President
Peace River Lodge GP, Ltd.

January 26, 2015

CERTIFICATE OF SUBSTANTIAL COMPLETION

Reference is hereby made to the Equipment Schedule Number 002 to the Master Equipment Lease Agreement dated January 19, 2015 (Lease) by and between 726 Remote Accommodations Ltd. as Lessor and Peace River Lodge LP as Lessee wherein Lessor agreed to lease to Lessee certain Equipment as set forth in the Lease.

Peace River Lodge LP hereby acknowledges that the Equipment which is subject to the above referenced Lease has been installed and is on lease as of the date set forth hereinafter.

Lessee acknowledges and agrees that as of February 9, 2015:

a) the Lessee assumes all risk of loss and or damage to the Equipment and any liability arising therefrom;

b) Lessee assumes all responsibility for the associated security and maintenance of the Equipment; and

c) the Equipment is accepted and deemed to be on lease as of the date set forth above.

Lessee is delivering this Certificate of Substantial Completion to Lessor pursuant to and in connection with the Lease.

Equipment: additional site and set up costs related to installation of the Equipment as set forth on Schedule B to Equipment Schedule Number 002 in support of the modular buildings listed on Schedule A to Equipment Schedule Number 001, the Lease.

Lessee: Peace River Lodge LP

By: ____________________
Paul McCracken, Vice President
Peace River Lodge GP, Ltd.

February 5, 2015

Exhibit: D-11 A
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Blue

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement ('Master Agreement') is made this 12 day of January, 2015 ('Effective Date') by and between 726 Remote Accommodations, Ltd., a British Columbia company with its headquarters at 2900 S Quincy Street, Suite 300 A, Arlington, VA 22206, and its successors and assigns ('Lessor') and Kilometer 147 LP, an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8. ('Lessee').

From time to time Lessee may propose to lease and Lessor may elect to lease to Lessee, various workforce housing modules, trailers and/or relocatable, modular and/or pre-fabricated structures including various appurtenances, such as stairs, railings, furniture, kitchen equipment, security systems and the like (collectively referred to as the 'Equipment'), pursuant to the following covenants.

Lessor and Lessee, intending to be legally bound, mutually agree that all Equipment leased by Lessee from Lessor after the Effective Date hereof shall be subject to the terms and conditions set forth by (i) this Master Agreement; (ii) the General Terms and Conditions; and (iii) the applicable equipment schedule ('Equipment Schedule') issued in conjunction with the subject lease transaction. The Master Agreement, the General Terms and Conditions and each Equipment Schedule shall be collectively referred to as the 'Agreement.'

By its signature below, Lessee acknowledges that it has read the General Terms and Conditions dated January 12, 2015 in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Master Agreement. Each party is hereby authorized to accept and rely upon facsimile signature or electronic signature of the other party to this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

1. EQUIPMENT SCHEDULE. An Equipment Schedule for each addition to the Equipment covered under this Agreement will be prepared as the subject Equipment is leased by Lessee from Lessor. The Equipment Schedule will provide the particulars with reference to the Identification and/or Description of the Equipment, a Delivery Date for the Equipment, the Equipment Value, Minimum Lease Term, Periodic Rental Rate and any other necessary specifics. All equipment delivered to Lessee or at Lessee's direction and scheduled on an Equipment Schedule is subject to the terms and conditions of this Agreement. Lessee shall have the right to sub-lease the Equipment upon prior written consent from Lessor.

2. MODIFICATION OF TERMS AND CONDITIONS. The above referenced General Terms and Conditions remain unmodified, and in full force and effect, except to the extent expressly set forth by this Agreement.

Accepted By:
Lessee
Kilometer 147 LP

(signature)
Paul McCracken, Vice President
Kilometer 147 GP, Ltd.
Dated: January 12, 2015

Lessor
726 Remote Accommodations, Ltd.

(signature)
Barry Roman
President
Dated: January 12, 2015

GENERAL TERMS AND CONDITIONS

1. True Lease. Except as set forth in an Equipment Schedule, this Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

2. Delivery; Acceptance. The Equipment shall be deemed accepted on the date set forth in a certificate of substantial completion which shall be signed by the Lessee and delivered to Lessor after the Equipment has been installed and is ready for use (Certificate of Substantial Completion). Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good working order and operating condition as of the date set forth on the Certificate of Substantial Completion. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

3. Term of Lease; Extension. The term of this Agreement begins on the date set forth in the Certificate of Substantial Completion and ends on the last day of the Minimum Lease Term ('Term') or the Extension Period (as herein defined). At the end of the Term, except where the Lessee has elected to exercise its purchase option, if any, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the 'Extension Period'). During the Extension Period, Lessor has the right to, on thirty (30) days notice, increase the Rate Per Month and/or the dismantle and return freight charges to Lessor's then prevailing rate. After the end of the Term, unless the Lessee has exercised its option to purchase the Equipment, if any, either party can terminate this Agreement on thirty (30) days written notice. During the Term, unless there is a material breach of the terms and conditions, neither Lessor nor Lessee shall have any right to cancel or terminate this Agreement.

4. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck to locate the Equipment. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation, and knock down and return charges, including, but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. Lessor does not recommend or support the stacking of Equipment. Do not stack Equipment unless you have the approval of qualified engineering professionals, comply with all occupational safety laws, and obtain all zoning, building, and occupancy permits. Notwithstanding any express terms to the contrary, Lessor disclaims all warranties, express or implied, if the Lessee stacks Equipment.

5. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement. Lessee shall keep the Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments therefrom. Lessee assumes full responsibility for any stairs, railings, furniture, accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or codes.

6. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. 'Hazardous Materials' shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminates, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, province or local laws and regulations.

7. Rent; Fees; Taxes; Late Charges. Rent begins to accrue upon completion of delivery and set-up of the equipment (the 'Delivery Date'). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1.5% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

8. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

9. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs and attorney's fees and expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) failure of Lessee to maintain the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

10. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion, acting reasonably) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Equipment (the 'Equipment Value') as stipulated in the Agreement plus the value of all accessories less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the 'Total Loss Amount'). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, Lessee at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Agreement. Any loss or damage to the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this Section 10 shall be binding upon Lessee in accordance with the terms hereof.

11. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period, liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and accessories, for the full term of the Agreement. (C) General: (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies under this Agreement, at the option of the Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 9 and 10.

12. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ('Events of Default'): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein: (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property shall be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

13. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, except where Lessee has elected to exercise its option to purchase, if any, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the equipment. Any impediment to pick-up of the

Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Equipment shall be broom clean and in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession; Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment; any such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

14 Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

15. Assignment. Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

16. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) This Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 9 would be in violation of or otherwise prohibited by any applicable law, then Section 9 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 7, 8, 9 and 10 which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the Province of Alberta and the federal laws of Canada, applicable therein, regardless of the location of the Equipment. Lessee hereby consents and submits to the jurisdiction of the courts of the Province of Alberta located in Edmonton, Alberta, for purposes of enforcement of this Agreement. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any amendment thereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

General Terms and Conditions
January 12, 2015

Exhibit: D-11 B
Date: December 4, 2018
Questioning Paul William
Of: McCracken
Briana Nicoll BMcE

EQUIPMENT SCHEDULE NUMBER 001

This Equipment Schedule Number 001 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Kilometer 147 LP as Lessee as of January 14, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January 14, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein.

Lessee: Kilometer 147 LP, 14238-134 Avenue, Edmonton, AB Canada T5L 5V8.

Delivery Address: Kilometer 147, Hwy 63 south of Ft McMurray, AB.
Location contact is Mike McInnis; telephone #780-488-3391.

The parties hereto unconditionally accept this Equipment Schedule Number 001 and the lease start date as of January 26, 2015.

Lease Start Date: January 26, 2015 as set forth on the Certificate of Substantial Completion.

Equipment Value: $11,950,000 (total Lessor investment, which investment was made by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in new Equipment Schedules which will be: (i) identified as Equipment Schedule Number 002, Equipment Schedule Number 003 and so forth and attached to the Master Equipment Lease Agreement; (ii) dated and entered into between the parties at the time of the issuance of any new invoice; and (iii) will attach a Schedule A listing the new equipment and a Schedule B listing the value and installation costs associated with the new equipment (hereinafter, each new Equipment Schedule is a "New Equipment Schedule")).

EQUIMENT SPECIFICATIONS:

Manufacturer	Serial Number	Length	Width

(See Schedule A attached hereto and made a part hereof)

Rate Per Month: $332,210 (plus applicable taxes and fees); (Equipment Value x .0278, which value was agreed to by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in a New Equipment Schedule).

Minimum Lease Term: forty-five (45) months.

Purchase Option: after all 45 monthly payments have been timely made, Lessee may purchase the Equipment for the sum of One Dollar ($1).

Dismantle and return Freight Charges Due at Lease End: none.

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

LESSEE: Kilometer 147 LP

Signature: ______________

Print Name: Paul McCracken

Title: President of KM 147 GP, Ltd.

Date: January 14, 2015

LESSOR: 726 Remote Accommodations, Ltd.

Signature: ______________

Print Name: Barry Roman

Title: President

Date: January 14, 2015

Equipment Schedule A for 726 Remote at Monias Lodge

Serial Number	Description	Manufacturer	Year Manufactured
WB5UK201338-001	12 unit KDR		
WB5UK201338-002	12 unit KDR		
WB5UK201338-003	12 unit KDR		
WB5UK201338-004	12 unit KDR		
WB5UK201338-005	12 unit KDR		
WB5UK201338-006	12 unit KDR		
FXCEGNT6U201326-001	12 unit KDR		
FXCEGNT6U201326-002	12 unit KDR		
FXCEGNT6U201326-003	12 unit KDR		
FXCEGNT6U201326-004	12 unit KDR		
FXCEGNT6U201326-005	12 unit KDR		
FXCEGNT6U201326-006	12 unit KDR		
FX30D201342-001	30' man skidded dorm		
FX30D201342-002	30' man skidded dorm		
FX30D201342-003	30' man skidded dorm		
FX30D201342-004	30' man skidded dorm		
FX30D201342-005	30' man skidded dorm		
FX30D201342-006	30' man skidded dorm		
FX30D201342-007	30' man skidded dorm		
FX30D201342-008	30' man skidded dorm		
FX30D201341-001	30' man skidded dorm		
FX30D201341-002	30' man skidded dorm		
FX30D201341-003	30' man skidded dorm		
FX30D201341-004	30' man skidded dorm		
FX30D201341-005	30' man skidded dorm		
FX30D201341-006	30' man skidded dorm		
FX30D201341-007	30' man skidded dorm		
FX30D201341-008	30' man skidded dorm		
201416FX-001	38' man dorm	CampCorp Canada	2014
201416FX-002	38' man dorm	CampCorp Canada	2014
201416FX-003	38' man dorm	CampCorp Canada	2014
201416FX-004	38' man dorm	CampCorp Canada	2014
201416FX-005	38' man dorm	CampCorp Canada	2014
201416FX-006	38' man dorm	CampCorp Canada	2014
201416FX-007	38' man dorm	CampCorp Canada	2014
201416FX-008	38' man dorm	CampCorp Canada	2014

Equipment Schedule A for 726 Remote at Monias Lodge

Serial Number	Description	Manufacturer	Year Manufactured
201417FXRAM-001	38' man dorm	CampCorp Canada	2014
201417FXRAM-002	38' man dorm	CampCorp Canada	2014
201417FXRAM-003	38' man dorm	CampCorp Canada	2014
201417FXRAM-004	38' man dorm	CampCorp Canada	2014
201417FXRAM-005	38' man dorm	CampCorp Canada	2014
201417FXRAM-006	38' man dorm	CampCorp Canada	2014
201417FXRAM-007	38' man dorm	CampCorp Canada	2014
201417FXRAM-008	38' man dorm	CampCorp Canada	2014
FX4UREC20133-001	4 unit recreation		
FX4UREC20133-002	4 unit recreation		
FX4UREC20133-003	4 unit recreation		
FX4UREC20133-004	4 unit recreation		
FX6UR201319-001	6 unit recreation		
FX6UR201319-002	6 unit recreation		
FX6UR201319-003	6 unit recreation		
FX6UR201319-004	6 unit recreation		
FX6UR201319-005	6 unit recreation		
FX6UR201319-006	6 unit recreation		
NHAF4861	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4862	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4863	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4864	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4865	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4866	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4867	38' man skidded dorm	Alta-Fab Structures	2014
NHAF4868	38' man skidded dorm	Alta-Fab Structures	2014
NHAF0861	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0862	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0863	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0864	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0865	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0866	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0867	30' man VIP dorm	Alta-Fab Structures	2008
NHAF0868	30' man VIP dorm	Alta-Fab Structures	2008
n/a	2500 Fir Access Mats	Breakaway Matting	

Schedule B - Monias Lodge - Summary of 726 Investment

Asset	Amount	Notes
12 KDR & equip	2,100,000.00	purchased from Canada North
30 person skidded dorm	975,000.00	purchased from Canada North
30 person skidded dorm (Clyde yard)	975,000.00	purchased from Canada North
30 person frameless dorm	975,000.00	owned by 726
2 x 38 person skidded dorms	1,950,000.00	purchased from Canada North
6 unit rec	750,000.00	purchased from Canada North
4 unit gym	450,000.00	purchased from Canada North
2500 Fir Access Mats/site costs	2,800,000.00	Breakaway Matting invoices; set up
38 person dorm from Alta-Fab	975,000.00	direct purchase from Alta-Fab
TOTAL 726 INVESTMENT	11,950,000.00	
45 month lease rate	0.0278	
Monthly payment	332,210.00	
Equipment Schedule Number 001		

Exhibit: D-11C
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

CERTIFICATE OF SUBSTANTIAL COMPLETION

Reference is hereby made to Equipment Schedule Number 001 to the Master Equipment Lease Agreement dated January __, 2015 (together, the 'Lease') by and between Kilometer 147 LP ('Lessee') and 726 Remote Accommodations, Ltd ('Lessor') wherein Lessor agreed to lease to Lessee and Lessee agreed to lease from Lessor, certain Equipment as set forth in the Lease.

Kilometer 147 LP hereby acknowledges that all the Equipment which is subject to the above referenced Lease has been installed at Lessee's location and is on lease as of the date set forth below.

Lessee acknowledges and agrees that as of January 26, 2015:

a) Lessee assumes all risk of loss and/or damage to the Equipment and any liability arising therefrom;

b) Lessee assumes all responsibility for the associated security and maintenance of the Equipment; and

c) the Equipment is accepted and deemed to be on lease as of the date set forth above.

Lessee is delivering this Certificate of Substantial Completion to Lessor pursuant to and in connection with the Lease.

Equipment: modular buildings as set forth on Schedule A to Equipment Schedule Number 001, the Lease.

Lessee: Kilometer 147 LP

By: ______________________
Paul McCracken, Vice President
Kilometer 147 GP, Ltd.

Date: January 26, 2015

Exhibit: D-11D
Date: December 4, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll BN

EQUIPMENT SCHEDULE NUMBER 003

This Equipment Schedule Number 003 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Kilometer 147 LP as Lessee as of June 15, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January 12, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein. All figures are in Canadian dollars.

Lessee: 147 Kilometer LP, 14238-134 Avenue, Edmonton, AB Canada T5L 5V8.

Delivery Address: Kilometer 147, Hwy 63 south of Ft. McMurray, AB.
Location contact is Mike McInnis: telephone # 780-488-3391.

Lease Start Date: the parties hereto unconditionally accept this Equipment Schedule Number 003 and the lease start date as of June 15, 2015.

Equipment Value: $1,738,116.13 (total Lessor investment, which investment was made by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with installation of any new equipment after the date hereof shall be set out in new Equipment Schedules which will be: (i) identified as Equipment Schedule Number 002, Equipment Schedule Number 003 and so forth and attached to the Master Equipment Lease Agreement; (ii) dated and entered into between the parties at the time of the issuance of any new invoice; and (iii) will attach a Schedule A listing the new equipment and a Schedule B listing the value and installation costs associated with the new equipment (hereinafter, each new Equipment Schedule is a "New Equipment Schedule")).

EQUIMENT DESCRIPTION:

Manufacturer	Serial Number	Length	Width
(See Schedule A attached hereto and made a part hereof)			

Rate Per Month: $48,319.63 (plus applicable fees and taxes)' (equipment Value x .0278, which value was agreed to by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in a New Equipment Schedule).

Minimum Lease Term: forty-five (45) months.

Purchase Option: after all 45 monthly payments have been timely made, Lessee may purchase the Equipment for the sum of One Dollar ($1).

Dismantle and Return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

LESSEE: Kilometer 147 LP
Signature: [signature]
Print Name: Paul McCracken
Title: President of Kilometer 147 GP. Ltd.
Date: June 15, 2015

LESSOR: 726 Remote Accommodations, Ltd.
Signature: ____________________
Print Name: Barry Roman
Title: President
Date: April 21, 2015

Schedule A to Equipment Schedule Number 003 by and between 726 Remote Accommodations, Ltd as Lessor and Peace Kilometer 147 LP as Lessee

No equipment included with this draw. All costs advanced are installation and set-up costs as detailed below.

Schedule B to Equipment Schedule Number 003 by and between 726 Remote Accommodations, Ltd as Lessor and Kilometer 147 LP as Lessee

Invoice # 11	$711,114.44 plus $35,555.72 GST.
Invoice # 13	$1,027,001.69 plus $51,350.08 GST.

Total is $1,825,021.93 which is $1,738,116.13 plus $86,905.80 GST.

All figures in Canadian dollars.

A copy of each invoice is attached hereto and made a part of this schedule.

Monias Lodge (Kilometer 147 GP Ltd)

14238 - 134 Ave
Edmonton, Alberta T5L 5V8
Canada

INVOICE

Invoice No.: 11
Date: 03/31/15
Ship Date:
Page: 1
Re: Order No.

Sold to:

726 Remote Accommodations, Ltd
2900 S Quincy Street
Suite 2300 A
Arlington, VA 22206
USA

Ship to:

726 Remote Accommodations, Ltd

Business No.: 83219 9798 RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
			MONIAS LODGE					
		1	SET UP COSTS - SEE ATTACHED	3	711,114.44		711,114.44	711,114.44
			3 - GST 5% GST					35,555.72

Monias Lodge (Kilometer 147 GP Ltd) GST: #820124972RT0001

Shipped By: Tracking Number:

omment: Thanks You. Due on Receipt.

Total Amount 746,670.16

Sold By:

Monias Lodge (A Division of Kilometer 147 GP Ltd)

14238 - 134 Ave
Edmonton, Alberta T5L 5V8
Canada

INVOICE

Invoice No.: 13
Date: 05/25/15

Page: 1
Re: Order No.

Sold to:

726 Remote Accommodations, Ltd
2900 S Quincy Street
Suite 2300 A
Arlington, VA 22206
USA

Ship to:

726 Remote Accommodations, Ltd
2900 S Quincy Street
Suite 2300 A
Arlington, VA 22206
USA

Business No.: 83219 9798 RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			MONIAS LODGE			
		1	SET UP COSTS - SEE ATTACHED	3	1,027,001.69	1,027,001.69
			Subtotal:			1,027,001.69
			3 - GST 5% GST			51,350.08

Monias Lodge (Kilometer 147 GP Ltd) GST: #820124972RT0001

Shipped By: Tracking Number:

Comment: Thanks You. Due on Receipt.

Total Amount 1,078,351.77

Sold By:

Exhibit: D-11E
Date: December 5, 2018
Questioning Paul
: William McCracken
Briana Nicoll

May 13

EQUIPMENT SCHEDULE NUMBER 002

This Equipment Schedule Number 002 is made by and between 726 Remote Accommodations, Ltd. as Lessor and Kilometer 147 LP as Lessee as of April 15, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January 12, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth herein. All figures are in Canadian dollars.

Lessee: Kilometer 147 LP, 14238-134 Avenue, Edmonton, AB Canada T5L 5V8.

Delivery Address: Kilometer 147, Hwy 63 south of Ft. McMurray, AB.
Location contact is Mike McInnis; telephone # 780-488-3391.

Lease Start Date: the parties hereto unconditionally accept this Equipment Schedule Number 002 and the lease start date as of April 15, 2015.

Equipment Value: $1,962,894.03 (total Lessor investment, which investment was made by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with installation of any new equipment after the date hereof shall be set out in new Equipment Schedules which will be: (i) identified as Equipment Schedule Number 002, Equipment Schedule Number 003 and so forth and attached to the Master Equipment Lease Agreement; (ii) dated and entered into between the parties at the time of the issuance of any new invoice; and (iii) will attach a Schedule A listing the new equipment and a Schedule B listing the value and installation costs associated with the new equipment (hereinafter, each new Equipment Schedule is a "New Equipment Schedule")).

EQUIMENT DESCRIPTION:

Manufacturer	Serial Number	Length	Width

(See Schedule A attached hereto and made a part hereof)

Rate Per Month: $54,568.45 (plus applicable fees and taxes)' (equipment Value x .0278. which value was agreed to by the parties as of the date hereof and any additional invoices issued by the Lessor to the Lessee in connection with any new costs associated with the installation of any new equipment after the date hereof shall be set out in a New Equipment Schedule).

Minimum Lease Term: forty-five (45) months.

Purchase Option: after all 45 monthly payments have been timely made. Lessee may purchase the Equipment for the sum of One Dollar ($1).

Dismantle and Return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

LESSEE: Kilometer 147 LP
Signature: ______
Print Name: Paul McCracken
Title: President of KM 147 GP, Ltd.
Date: April 15, 2015

LESSOR: 726 Remote Accommodations, Ltd.
Signature: ______
Print Name: Barry Roman
Title: President
Date: April 15, 2015

Monias Lodge (A Division of Kilometer 147 GP Ltd)
14238 - 134 Ave
Edmonton, Alberta T5L 5V8
Canada

INVOICE

Invoice No.: 5
Date: 02/28/15

Page: 1
Re: Order No.

Sold to:
726 Remote Accommodations, Ltd
2900 S Quincy Street
Suite 2300 A
Arlington, VA 22206
USA

Ship to:
726 Remote Accommodations, Ltd

Business No.: 83219 9798 RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			MONIAS LODGE PROJECT			
		1	SET UP COSTS - SEE ATTACHED	3	642,387.68	642,387.68
			Subtotal:			642,387.68
			3 - GST 5% GST			32,119.38

Monias Lodge (Kilometer 147 GP Ltd) GST: #820124972RT0001

Shipped By: Tracking Number:

Comment: Thanks You. Due on Receipt.

Total Amount: 674,507.06

Sold By:

Monias Lodge (A Division of Kilometer 147 GP Ltd)
14236 - 134 Ave
Edmonton, Alberta T5L 5V8
Canada

INVOICE

Invoice No.: 10
Date: 02/28/15

Page: 1
Re: Order No.

Sold to:

726 Remote Accommodations, Ltd
2900 S Quincy Street
Suite 2300 A
Arlington, VA 22206
USA

Ship to:

726 Remote Accommodations, Ltd

Business No.: 83219 9798 RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
			MONIAS LODGE			
		1	SET UP COSTS - SEE ATTACHED	3	1,320,506.35	1,320,506.35
			Subtotal:			1,320,506.35
			3 - GST 5% GST			66,025.32

Monias Lodge (Kilometer 147 GP Ltd) GST: #820124972RT0001

Shipped By: Tracking Number:

Comment: Thanks You. Due on Receipt.

Total Amount 1,386,531.67

Sold By:

Schedule A to Equipment Schedule Number 002 by and between 726 Remote Accommodations, Ltd as Lessor and Kilometer 147 LP as Lessee

No equipment included with this draw. All costs advanced are installation and set-up costs as detailed below.

Schedule B to Equipment Schedule Number 002 by and between 726 Remote Accommodations, Ltd as Lessor and Kilometer 147 LP as Lessee

Invoice # 8	$ 642,387.68 plus $32,119.38 GST.
Invoice # 10	1,320,506.35 plus $66,025.32 GST.

Total is $2,061,038.73 which is $1,962,894.03 plus $98,144.70 GST.

All figures in Canadian dollars.

Copies of each invoice are attached hereto and made a part of this schedule.

Exhibit: D-12
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll [signature]

1825196 ALBERTA LTD.
("Corporation")

RESOLUTIONS IN WRITING OF THE
DIRECTORS OF THE CORPORATION AS
OF MAY 28, 2014.

WHEREAS a Certificate of Incorporation dated May 28, 2014 has been issued pursuant to the *Business Corporations Act* (Alberta), RSA 2000, c. B-9, as amended.

WHEREAS the directors desire to take the necessary steps to properly organize the Corporation.

IT IS RESOLVED THAT:

1. Bylaw No. 1, a bylaw relating generally to the transaction of the business and affairs of the Corporation, be and is hereby enacted as a bylaw of the Corporation.

2. Bylaw No. 2, a bylaw to authorize the directors to borrow and give security, be and is hereby enacted as a bylaw of the Corporation.

3. the following corporate records be and are hereby adopted and shall be placed in the Corporation's minute book:

   (a) a directors register;

   (b) a shareholders register;

   (c) a securities register;

   (d) a transfer register;

   (e) a register of filed notices;

   (f) a register of disclosures;

   (g) a register of mortgages; and

   (h) a stated capital ledger.

4. the following individuals be elected as officers of the Corporation:

President	-	Barry Roman
Vice-President	-	Paul McCracken
Treasurer	-	Shayne McCracken
Secretary	-	Michael Roman

5. the form of share certificates annexed hereto and initialled by the President for identification be and are hereby confirmed as the form of share certificates of the Corporation.

6. the following share certificates be issued:

Certificate No. A-1	726 Modular Finance Canada, Ltd. 50 Class A Shares
Certificate No. A-2	Canada North Camps Inc. 50 Class A Shares

7. the stated capital account of the Corporation maintained for the Common Shares shall stand as follows:

CLASS OR SERIES OF SHARES	TOTAL NO. OF SHARES OUTSTANDING	TOTAL STATED CAPITAL ACCOUNT	STATED CAPITAL PER SHARE
A	100	$10.00	$0.10

8. the registered office of the Corporation be situated at:

Dentons Canada LLP
2900, 10180 – 101 Street
Edmonton, Alberta T5J 3V5

9. the accounting records of the Corporation be maintained at:

[to be provided]

10. shareholders' meetings be held at Edmonton, Alberta.

Signed by the directors of the Corporation entitled to vote on the foregoing resolutions at a meeting of directors, on the date noted above.

PAUL McCRACKEN

SHAYNE McCRACKEN

BARRY A. ROMAN

MICHAEL I. ROMAN

Exhibit: D-13
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Blu Co

KILOMETER 147 GP LTD.
("Corporation")

RESOLUTIONS IN WRITING OF THE DIRECTORS OF THE CORPORATION AS OF SEPTEMBER 30, 2014.

WHEREAS a Certificate of Incorporation dated September 30, 2014 has been issued pursuant to the *Business Corporations Act* (Alberta), RSA 2000, c. B-9, as amended.

WHEREAS the directors desire to take the necessary steps to properly organize the Corporation.

IT IS RESOLVED THAT:

1. Bylaw No. 1, a bylaw relating generally to the transaction of the business and affairs of the Corporation, be and is hereby enacted as a bylaw of the Corporation.

2. Bylaw No. 2, a bylaw to authorize the directors to borrow and give security, be and is hereby enacted as a bylaw of the Corporation.

3. the following corporate records be and are hereby adopted and shall be placed in the Corporation's minute book:

   (a) a directors register;

   (b) a shareholders register;

   (c) a securities register;

   (d) a transfer register;

   (e) a register of filed notices;

   (f) a register of disclosures;

   (g) a register of mortgages; and

   (h) a stated capital ledger.

4. the following individuals be elected as officers of the Corporation:

President	-	Barry Roman
Secretary	-	Paul McCracken
Treasurer	-	Morris Monias

5. the form of share certificates annexed hereto and initialled by the President for identification be and are hereby confirmed as the form of share certificates of the Corporation.

6. the following share certificates be issued:

Certificate No. A-1	Canada North Camps Inc. 33.3 Class A Shares
Certificate No. A-2	726 Remote Accommodations, Ltd. 33.3 Class A Shares
Certificate No. A-3	Morris Monias 33.3 Class A Shares

7. the stated capital account of the Corporation maintained for the Common Shares shall stand as follows:

CLASS OR SERIES OF SHARES	TOTAL NO. OF SHARES OUTSTANDING	TOTAL STATED CAPITAL ACCOUNT	STATED CAPITAL PER SHARE
A	100	$10.00	$0.10

8. the registered office of the Corporation be situated at:

Dentons Canada LLP
2900, 10180 – 101 Street
Edmonton, Alberta T5J 3V5

9. the accounting records of the Corporation be maintained at:

[to be provided]

10. shareholders' meetings be held at Edmonton, Alberta.

Signed by the directors of the Corporation entitled to vote on the foregoing resolutions at a meeting of directors, on the date noted above.

PAUL MCCRACKEN

BARRY ROMAN

MORRIS MONIAS

Exhibit: D-14
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

BONNYVILLE LODGE GP LTD.
("Corporation")

RESOLUTIONS IN WRITING OF THE
DIRECTORS OF THE CORPORATION AS
OF DECEMBER 10, 2014.

WHEREAS a Certificate of Incorporation dated September 12, 2014 has been issued pursuant to the *Business Corporations Act* (Alberta), RSA 2000, c. B-9, as amended.

WHEREAS the directors desire to take the necessary steps to properly organize the Corporation.

IT IS RESOLVED THAT:

1. Bylaw No. 1, a bylaw relating generally to the transaction of the business and affairs of the Corporation, be and is hereby enacted as a bylaw of the Corporation.

2. Bylaw No. 2, a bylaw to authorize the directors to borrow and give security, be and is hereby enacted as a bylaw of the Corporation.

3. the following corporate records be and are hereby adopted and shall be placed in the Corporation's minute book:

    (a) a directors register;

    (b) a shareholders register;

    (c) a securities register;

    (d) a transfer register;

    (e) a register of filed notices;

    (f) a register of disclosures;

    (g) a register of mortgages; and

    (h) a stated capital ledger.

4. the following individuals be elected as officers of the Corporation:

President	-	Paul McCracken
Secretary/Treasurer	-	Shayne McCracken

5. the form of share certificates annexed hereto and initialled by the President for identification be and are hereby confirmed as the form of share certificates of the Corporation.

6. the following share certificates be issued:

Certificate No. A-1	Canada North Camps Inc. 50 Class A Shares
Certificate No. A-2	726 Remote Accommodations, Ltd. 50 Class A Shares

7. the stated capital account of the Corporation maintained for the Common Shares shall stand as follows:

CLASS OR SERIES OF SHARES	TOTAL NO. OF SHARES OUTSTANDING	TOTAL STATED CAPITAL ACCOUNT	STATED CAPITAL PER SHARE
A	100	$10.00	$0.10

8. the registered office of the Corporation be situated at:

Dentons Canada LLP
2900, 10180 – 101 Street
Edmonton, Alberta T5J 3V5

9. the accounting records of the Corporation be maintained at:

[to be provided]

10. shareholders' meetings be held at Edmonton, Alberta.

Signed by the directors of the Corporation entitled to vote on the foregoing resolutions at a meeting of directors, on the date noted above.

PAUL MCCRACKEN

SHAYNE MCCRACKEN

Exhibit: D-15
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Bhie

PEACE RIVER LODGE LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT made as of the 23 day of January, 2015. ("Effective Date").

BETWEEN:

PEACE RIVER LODGE GP LTD.
a corporation incorporated pursuant to the
laws of the Province of Alberta
(hereinafter called the "General Partner")

- and -

CANADA NORTH GROUP LP HOLDINGS LTD.
a corporation incorporated pursuant to the
laws of the Province of Alberta
("CNG")

- and -

726 REMOTE ACCOMMODATIONS, LTD.
a corporation incorporated pursuant to the
laws of the Province of B.C.
("726")

(hereinafter CNG and 726 are collectively called the "Limited Partners")

ARTICLE 1
FORMATION OF LIMITED PARTNERSHIP

1.1 The General Partner and the Limited Partners hereby form and enter into a limited partnership (herein called the "Partnership") in accordance with the *Partnership Act* (Alberta) and the provisions of this Agreement.

ARTICLE 2
NAME

2.1 The name of the Partnership is "Peace River Lodge LP" or such other name or names as the General Partner may from time to time select.

ARTICLE 3
DEFINITIONS

3.1 The following definitions apply to this Agreement:

(a) "Accountant" means such person who is appointed by the General Partner as accountant for the Partnership;

(b) "Act" means the *Partnership Act* (Alberta);

(c) "Additional Contribution" means any amount in addition to the Initial Contribution that a Partner may contribute or be deemed to contribute to the Partnership pursuant to the terms of this Agreement;

(d) "Agreement" means this agreement, as amended, modified or supplemented from time to time including all schedules hereto;

(e) "Capital" at any time means the aggregate amounts given as consideration for the Units;

(f) "Certificate" means the initial certificate filed under the Act for the purpose of creating the Partnership and any amendment thereto;

(g) "Contribution" means all Initial Contribution and all Additional Contribution;

(h) "Extraordinary Resolution" means a resolution unanimously passed at a meeting of the Limited Partners called for the purpose of considering such resolution, each Limited Partner having one vote for each Unit held or, alternatively, a resolution unanimously signed by the Limited Partners entitled to vote on such resolution at a meeting;

(i) "General Partner" means Peace River Lodge GP Ltd. or any other party who may become the General Partner of the Partnership in place of Peace River Lodge GP Ltd. from time to time, in each case until such General Partner ceases to be the General Partner of the Partnership under the terms of this Agreement;

(j) "Income Tax Act" means the *Income Tax Act* (Canada) and any amendments thereto;

(k) "Initial Contribution" means the cash amount each respective Partner agrees to initially contribute to the Partnership all as more specifically set forth in Schedule "A" attached hereto;

(l) "Land" means the land upon which the camp will be built (the "Camp") such land owned by Woodburn Management Inc., pursuant to the lease agreement dated effective September 10, 2014 by and between Woodburn Management Inc. and 1825196 Alberta Ltd., with the following legal description:

THE NORTHEAST QUARTER OF SECTION THIRTY(30)
TOWNSHIP EIGHTY THREE (83)
RANGE TWENTY TWO (22)
WEST OF THE FIFTH MERIDIAN,
CONTAINING 64.7 HECATRES (160 ACRES) , MORE OR LESS.
EXCEPTING THEREOUT: - (A) 0.636 HECTARES (1.57 ACRES)
MORE OR LESS, AS SHOWN ON ROAD PLAN 609BM
(B) 2.48 HECTARES (6.13 ACRES), MORE OR LESS, AS SHOWN ON
ROAD PLAN 1552LZ
(C) 11.2 HECTARES (27.81 ACRES), MORE OR LESS, DESCRIBED
AS FOLLOWS: - COMMENCING AT A POINT ON THE NORTH LIMIT OF THE
ROAD, AS SHOWN ON ROAD PLAN 609BM TWENTY HUNDRED AND
FORTY-ONE AND TWENTY SIX HUNDREDTHS (2041.26) FEET EASTERLY
FROM THE EAST BOUNDARY OF THE SAID QUARTER SECTION MEASURED

ALONG THE SAID NORTH LIMITED THENCE EASTERLY ALONG THE SAID
NORTH LIMIT TO THE INTERSECTION WITH THE SAID EAST BOUNDARY
THENCE NORTHERLY ALONG THE SAID EAST BOUNDARY ELEVEN
HUNDRED
AND EIGHTY-SEVEN AND THREE HUDNREDTHS (1187.03) FEET: THENCE
SOUTH WESTERLY IN A STRAIGHT LINE TO THE POINT
OF COMMENCMENT.
(D) 0.259 HECTARES (0.64 ACRES), MORE
OR LESS, AS SHOWN ON ROAD PLAN 4418NY
(E) 0.350 HECTARES (0.86 ACRES) MORE OR LESS FOR ROAD PLAN 9221439.
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(m) "Management Services" means those management services to be provided to the Partnership related to the management and operation of the Camp;

(n) "Net Income" or "Net Loss" means the net income or loss of the Partnership for a fiscal year determined in accordance with generally accepted accounting principles and shall include provisions for such reserves as in the opinion of the General Partner are required for the Partnership Business;

(o) "Ordinary Resolution" means a resolution passed by more than 51% of the votes cast at a meeting of Partners; each Limited Partner having one vote for each Unit held or, alternatively, a resolution signed by Limited Partners holding more than 51% of the outstanding Units entitled to vote at a meeting;

(p) "Partner" means any Limited Partner, or the General Partner;

(q) "Partnership Business" has the meaning assigned by Section 4.1 hereof;

(r) "Person" means an individual, sole proprietor, partnership, unincorporated association, syndicate or organization, trust, body corporate and a natural person in his capacity as a trustee, executor, administrator or other legal representative;

(s) "Prime Rate" means the interest rate per annum announced from time to time by the Royal Bank of Canada, as a reference rate for demand loans payable in Canadian currency;

(t) "Proportionate Share" means that ratio which a Partner's Units bear to all Units outstanding from time to time;

(u) "Qualified Person" means (A) a person that (i) is competent to enter into this Agreement; (ii) is not a "non-Canadian" within the meaning of the *Investment Canada Act*; (iii) is not a "non-resident" within the meaning of the *Income Tax Act*; (iv) is not a "financial institution" for the purposes of the *Income Tax Act*; (v) has not financed the acquisition of units in the Partnership through borrowing for which recourse is or is deemed to be limited for the purposes of the *Income Tax Act*; and (B) a person or partnership (i) not described in subsection 100(1.1) of the *Income Tax Act* and is not acquiring the units as part of a series of transactions or events in which any interest in the Partnership is acquired, or deemed to be acquired, by a person or partnership described in subsection 100(1.1); (ii) is not a partnership or in the case that it is a partnership it is a "Canadian partnership" for purposes of the *Income Tax Act*; and (iii) who is not a person an interest in which would be, and is not acquiring an interest in the Partnership as, a "tax shelter investment" as defined in the *Income Tax Act*;

(v) "Register" means the register of Limited Partners maintained by the General Partner;

(w) "Substituted Limited Partner" means an assignee or transferee of a Unit entitled to become a Limited Partner pursuant to this Agreement;

(x) "Taxable Income" or "Tax Loss" means the amount of income or loss of the Partnership for a fiscal year determined by the General Partner pursuant to the provisions of the *Income Tax Act*;

(y) "Unit" means the interest of a Limited Partner in the Partnership purchased for each $1.00 of contribution by such Limited Partner; and

(z) "Unit Certificate" means a certificate of ownership substantially in the form attached as Schedule "B" indicating that the registered holder thereof is the owner of the number of Units therein stated.

ARTICLE 4
BUSINESS OF THE PARTNERSHIP

Business

4.1 The business of the Partnership shall be to construct and operate the Camp on the Land, and to provide catering services at the lodge (the "Business"), and for any other business venture as mutually agreed upon between the parties.

Certificate

4.2 The General Partner shall complete and file the Certificate and shall cause the Partnership to qualify to do business in the Province of Alberta as a limited partnership under the Act and in any other jurisdiction in which the Partnership carries on the Partnership Business.

ARTICLE 5
TERM

5.1 The Partnership shall commence on filing of the certificate of limited partnership and shall continue until sooner dissolved in accordance with the terms of this Agreement.

ARTICLE 6
FISCAL YEAR

6.1 The fiscal year end of the Partnership shall be September 30 in each year, or as may otherwise be determined by the Limited Partners by Extraordinary Resolution.

ARTICLE 7
PRINCIPAL PLACE OF BUSINESS

7.1 The principal place of business of the Partnership shall be at the Camp or such other address as the General Partner may designate from time to time by written notice to the Limited Partners.

ARTICLE 8
ADDRESS OF PARTNERS

General Partner

8.1 The address of the General Partner is 14238 – 134 Avenue, Edmonton, Alberta, T5L 5V8.

Limited Partners

8.2 The address of each of the Limited Partners is that set out in the Register. Such address may be changed by written notice to the General Partner.

ARTICLE 9
PARTNERSHIP CAPITAL UNITS

Units

9.1 The Capital of the Partnership shall be divided into an unlimited number of Units which may be sold by the Partnership, subject to the terms of this Agreement, for the sum of $1.00 each.

9.2 All issued Units shall have the same rights and obligations.

9.3 The minimum subscription shall be One (1) Unit.

9.4 The General Partner shall not be obligated to recognize, acknowledge or account for any arrangement, charge, pledge or equity with respect to any Unit and shall not recognize any Person as having any interest in any Unit except for the Person recorded on the Register, or shown on the Certificate, as the holder of such Unit. The receipt of the Person in whose name any Unit is recorded on the Register shall be sufficient discharge for all amounts paid in respect of such Unit and from all liability therefor.

Subscription

9.5 The General Partner shall not accept any subscriptions for Units without the prior written approval of the Partners by way of an Extraordinary Resolution. Subject to an Extraordinary Resolution, a Person may subscribe for Units by delivering to the General Partner a completed subscription form and power of attorney in the form attached hereto as Schedule "C". Any subscription form and power of attorney so submitted may only be accepted by the General Partner, subject to an Extraordinary Resolution of the Partnership, after it has first:

(a) requested and been declined Additional Contributions by all of the Limited Partners in accordance with Section 17.1 of this Agreement, which Additional Contributions are equal to or in excess of the total consideration proposed to be provided to the Limited Partnership by the Person subscribing for Units in accordance with this Agreement; and

(b) made a motion to the Limited Partners in accordance with Section 17.2 of this Agreement to borrow funds, which funds are equal to or in excess of the total consideration proposed to be provided to the Partnership by the Person subscribing for Units in accordance with this Agreement, and such motion has not been passed by Extraordinary Resolution.

9.6 The General Partner is authorized to admit accepted subscribers as Limited Partners only upon approval of the Partners by an Extraordinary Resolution.

9.7 For each Unit subscribed for, a Person shall contribute and transfer $1.00 in value to the Partnership at the time of subscription.

9.8 No subscription will be accepted from or registered in the name of a Person who is not a Qualified Person.

9.9 The General Partner may, in accordance with Sections 9.6 and 9.7 hereof, subscribe for and acquire Units or purchase Units from any Person and may, in such case, be entered on the Register and the Certificate as a Limited Partner in respect of any such Units and will be entitled to all of the rights of a Limited Partner under this Agreement except as otherwise provided in this Agreement.

<u>Costs</u>

9.10 The Partnership will pay all costs, disbursements, fees and expenses directly incurred in connection with the formation of the Partnership and the issuance of the Units.

<u>Register</u>

9.11 The General Partner shall maintain at its principal place of business a register to record the names and addresses of the Partners, the number of Units held by each Limited Partner and particulars of registration and assignment of Units.

9.12 Upon the acceptance by the General Partner of a subscription for Units and payment by a transfer of the subscriber's interest for such Units, the General Partner shall enter the subscriber on the Register as a Limited Partner and on the Certificate as a Limited Partner and shall deliver to such subscriber a certificate specifying the number of Units held by such subscriber. Every such certificate shall be signed manually by at least one officer or director of the General Partner.

9.13 If a certificate has been defaced, lost, destroyed, or wrongly taken, the General Partner shall cause a new certificate to be issued therefor if the Limited Partner in whose name the certificate is recorded files with the General Partner proof of loss and an indemnity bond in the form and in an amount sufficient to indemnify and hold harmless the General Partner from any costs, damages, liabilities or expenses incurred as result of issuing such new certificate and satisfies such other reasonable requirements as are imposed by the General Partner.

9.14 Any Limited Partner, or an agent of a Limited Partner duly authorized in writing, shall have the right to inspect and take extracts from the Register during normal business hours to obtain a copy of the Register not more than ten (10) days after the date of filing of its written request therefor with the General Partner.

ARTICLE 10
REPRESENTATIONS OF GENERAL PARTNER

10.1 The General Partner hereby covenants, represents and warrants that:

(a) it is a body corporate, duly incorporated under the laws of Alberta and that so long as it is the General Partner of the Partnership it shall maintain its corporate existence;

(b) it has and shall continue to have the capacity to act as the General Partner and that its obligations herein do not conflict with or constitute a default under its Articles of Incorporation or any agreement by which it is bound;

(c) it shall act with the utmost fairness and good faith towards the other Partners in the conduct of the Partnership Business.

ARTICLE 11
POWERS OF GENERAL PARTNER

Powers

11.1 The General Partner shall have full and exclusive power and authority on behalf of the Partnership to carry on the Partnership Business and to the extent deemed necessary by the General Partner, shall hold the Partnership assets for the benefit of the Partnership, and shall do all acts deemed by the General Partner to be necessary, appropriate, or incidental to the Partnership Business, including but not limited to the power and authority to:

(a) enter into agreements to carry on the Partnership Business;

(b) retain or employ legal and accounting services and professional advice in the conduct of the affairs of the Partnership;

(c) open a bank account for the Partnership in the name of the Partnership with full and exclusive signing authority on behalf of the Partnership;

(d) pay costs and expenditures reasonably incurred by the Partnership;

(e) bring or defend on behalf of the Partnership any actions or proceedings in connection with the Partnership Business;

(f) file any returns required by a governmental or like authority;

(g) make any election that may be made under the *Income Tax Act*;

(h) purchase, lease or otherwise acquire equipment and premises in connection with the Partnership Business;

(i) retain or employ staff to carry out the Partnership Business;

(j) hire contractors and sub-contractors to assist in carrying on the Partnership Business;

(k) take such steps as may be necessary to obtain support from government assistance programs;

(l) execute such documents and instruments as may be reasonably required to give effect to the agreements it has entered into on behalf of the Partnership; provided always that, except as otherwise set out in this Agreement, the General Partner shall not sell, transfer or dispose of the majority of the assets of the Partnership unless it has received the approval of the Limited Partners by an Extraordinary Resolution; and

(m) to audit costs and expenses of the General Partner for products and/or services received in carrying out the Partnership Business.

Investigation of Authority

11.2 No Person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or make any decision on behalf of or in the name of the Partnership.

ARTICLE 12
DUTIES OF GENERAL PARTNER

Control

12.1 The General Partner will manage, control and operate the Partnership Business and do or cause to be done in a prudent and reasonable manner any and all acts necessary, appropriate or incidental to the Partnership Business and will do so honestly, in good faith and in the best interests of the Limited Partners and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person experienced in the Partnership Business would exercise in comparable circumstances.

Commingling

12.2 The funds or assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other Person.

Trustee of Partnership Assets.

12.3 If at any time the General Partner shall have in its possession any asset of the Partnership, such General Partner shall be deemed to be a trustee and fiduciary in respect thereof for all Partners in the Partnership and shall act accordingly.

ARTICLE 13
REMOVAL OR RESIGNATION OF GENERAL PARTNER

Removal

13.1 The General Partner may be removed as the General Partner at any time by Extraordinary Resolution.

13.2 The General Partner shall be deemed to have resigned fifteen (15) days after the bankruptcy or liquidation (or the commencement of steps in connection therewith which are not contested in good faith by the General Partner) of the General Partner.

13.3 The removal of the General Partner shall be effective only upon the appointment by the Limited Partners, concurrently with such removal, of a new General Partner to assume all the responsibilities and obligations of the General Partner. The new General Partner shall, prior to its assuming its responsibilities as General Partner under the terms of this Agreement, execute such documents as deemed necessary by the Partnership to give effect to such assumption.

Resignation

13.4 The General Partner may resign upon forty-five (45) days' written notice to the Limited Partners and such resignation shall become effective upon the earlier of:

(a) forty-five (45) days after such written notice is given; or the admission of a new General Partner to the Partnership;

(b) provided that the General Partner shall not resign if the effect would be to dissolve the Partnership.

13.5 The General Partner may resign upon such other terms and conditions as the Limited Partners may determine by Extraordinary Resolution.

Replacement

13.6 On the admission of a new General Partner to the Partnership, the General Partner will transfer its Units together with the management and operation of the Partnership Business and the books, records and accounts of the Partners to the new General Partner and will execute and deliver all documents necessary to effect such transfer. The substituted General Partner will file all Certificates and amendments or other instruments necessary to record the substitution of such General Partner or to qualify or continue the Partnership as a limited partnership.

ARTICLE 14
COMMITMENTS BY PARTNERS

14.1 Commitments by CNG:

CNG shall provide the following to the Partnership:

(a) its Proportionate Share of the initial working capital as determined by the General Partner;

(b) start-up losses, installation and set-up costs and equipment, linens, disks etc.;

(c) the equipment referenced on Schedule A (the "Equipment") of Master Equipment Lease Agreement (the "CNC Lease") dated effective January 23, 2015 by and between Canada North Camps and the Partnership.

14.2 Commitments by 726:

726 shall provide the following to the Partnership:

(a) Its Proportionate Share of the initial working capital as determined by the General Partner;

(b) the equipment referenced on Schedule A (the "Equipment") of Master Equipment Lease Agreement (the "726 Lease") dated effective January 23, 2015 by and between 726 and the Partnership.

(c) all costs associated with transportation site work, installation, pilings, utilities, etc., related to the construction activities on the Land; and

(d) following the expiration of the Lease, 726 shall sell the Equipment to the Partnership for an aggregate of one dollar ($1.00).

14.3 Commitments by General Partner:

The General Partner will provide the following to the Partnership its Proportionate Share of the initial working capital as determined by the General Partner (less than 1%);

14.4 Reimbursement for Contributed Assets: In consideration for the commitments of each of the Limited Partners set out in section 14.1, 14.2 and 14.3 the Partnership agrees to reimburse the Limited Partners, upon receipt by the Partnership of appropriate supporting documentation evidencing the cost associated with the contribution.

14.5 Elections: Each Partner agrees that a contribution of property to the Partnership, including a grant to the Partnership of a right to use such property, by a Partner may be made in accordance with subsection 97(2) of the *Income Tax Act* in the form and manner and within the time prescribed by the *Income Tax Act* (and elections under corresponding provisions of any applicable provincial legislation) at the option of such Partner and for such elected amounts as determined by such Partner. Each Partner agrees to act reasonably and co-operatively with the other Partners for the purpose of making any tax elections required to be made jointly by all the Partners.

ARTICLE 15
LIABILITY OF PARTNERS AND INSURANCE

General Partner

15.1 The General Partner has unlimited liability for the liabilities and obligations of the Partnership.

15.2 The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment or any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, if such course of conduct was in the best interests of the Partnership and so long as the General Partner was not guilty of negligence or willful misconduct in such act or failure to act.

Limited Partners

15.3 The liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount of such Limited Partner's Contribution plus it's pro rata share of the undistributed assets of the Partnership.

Indemnity

15.4 The General Partner will, and does, hereby indemnify and hold harmless each Limited Partner for all costs and damages incurred by such Limited Partner that result from not having limited liability, other than a lack of limited liability caused by any act or omission of such Limited Partner. The General Partner will and does hereby indemnify the Partnership for any damages incurred by the Partnership as a result of any willful misconduct or an act of negligence by the General Partner or any act or omission not believed in good faith to be within the scope of authority conferred by this Agreement, including any reasonable legal expenses directly incurred by the Partnership in defending an action based in whole or in part upon an allegation that the

General Partner has been guilty of such breach if such defence is unsuccessful. The General Partner will allow the Partnership to carry on business only in the Province of Alberta unless approved by Extraordinary Resolution and legal counsel to the Partnership advises to the greatest possible extent, that limitation of liability of the Limited Partners, as recognized under the provisions of the Act is effective in the jurisdictions in which such business is to be carried on.

15.5 If the General Partner shall have acted honestly and in good faith and without negligence or willful misconduct in the performance of, or willful disregard or breach of, its obligations or duties prescribed by this Agreement, the Partnership shall indemnify and hold harmless the General Partner from any costs, damages, liabilities or expense suffered or incurred by the General Partner resulting from or arising out of any act or omission of the General Partner on behalf of the Partnership or in furtherance of the Partnership Business, unless such costs, damages, liabilities or expenses resulting from or arise out of any act, omission or judgment as a result of which the General Partner is adjudged to be in contravention of this Agreement.

Insurance

15.6 The General Partner shall purchase or arrange for, liability, casualty and other insurance of such types and coverages as the General Partner considers appropriate and such insurance policies shall name the Partnership as an insured and any costs thereof shall be for the account of the Partnership.

ARTICLE 16
ACCOUNTING AND DISTRIBUTIONS

Proper Records

16.1 The General Partner shall keep and maintain, or cause to be kept and maintained, full, complete and accurate books of account and records of the Partnership Business at its principal office.

16.2 All financial transactions of the Partnership shall be recorded and accounted for in accordance with Canadian generally accepted accounting principles.

16.3 The General Partner shall establish and maintain a separate account for each Partner to which shall be credited the amount of each Partner's share of Capital, Net Income and all other amounts which Partners are entitled to and to which Net Loss and all distributions to Partners will be charged. No interest shall be payable on such accounts.

16.4 The General Partner will, on behalf of the Partnership, retain the Accountant to review and report to the Partners upon the financial statements of the Partnership for each fiscal year.

Annual Report

16.5 Within one hundred and twenty (120) days of the end of each fiscal year, the General Partner shall forward to each Limited Partner an annual report containing financial statements, which shall be prepared in accordance with generally accepted accounting principles. The financial statements shall include a balance sheet, a statement of income, a statement of changes in financial position, and a statement of changes in capital. The annual report shall also contain the Accountant's report on the financial statements, a report on allocations and distributions to Partners, and other information material to the Partnership Business. The annual report shall contain Notice to Reader or Review Engagement financial statements, with special audit report regarding compliance with this Agreement. The annual financial statements and tax information below shall, at the option of the Limited Partners, be audited/reviewed by an independent third party at the expense of the Partnership.

Tax Information

16.6 Within one hundred and twenty (120) days of the end of each fiscal year, the General Partner shall forward to each Limited Partner information as to the Taxable Income or Tax Loss and credit and charges to Capital allocated to such Limited Partner and such other information as is necessary to enable such Limited Partner to file tax returns in respect of such Limited Partner's income from the Partnership for each fiscal year.

Allocations

16.7 The General Partner shall determine and allocate the Net Income, Net Loss, Taxable Income and Tax Loss for any fiscal year as at the end of such fiscal year. If at any time during the fiscal year of the Partnership, a Limited Partner shall assign or transfer its Units in the Partnership, the General Partner shall compute the Net Income, Net Loss, Taxable Income and Tax Loss or other distributions for the purposes of allocating Net Income, Net Loss, Taxable Income and Tax Loss or other distributions in respect of such fiscal year to the Limited Partners based on a notional closing of the books on such date such Limited Partner ceased to be a Limited Partner and the Limited Partner who ceased to hold Units shall be allocated Net Income, Net Loss, Taxable Income, Tax Loss or other distribution of the Partnership only for the portion of such fiscal year ending on such notional closing of the books. All income allocated to the Limited Partner will be added to the capital account maintained for the Limited Partner and any losses allocated to the Limited Partner or any amounts distributed to the Limited Partner will be deducted from such capital account.

16.8 Net Income, Net Loss, Tax Loss and Taxable Income shall be divided in equal amounts per total Units issued and thereafter allocated amongst the Partners' accounts in accordance with the number of Units held by each.

Distribution

16.9 Subject to Section 16.10, all monies received by the General Partner on account of the Partnership Business shall be applied and disbursed in the following priority:

(a) in payment of expenses and current liabilities, including payment of debt obligations incurred by the Partnership, other than to the Partners;

(b) on a monthly basis, an amount equal to the monthly payments referenced in the CNC Lease and in the 726 Lease;

(c) an amount equal to the sum of $400,000.00 or such other amount as are determined by the General Partner to be held in reserve in order to meet the budget requirements as may from time to time be determined;

(d) to reimburse those Partners who made Additional Contributions pursuant to Section 17.1 until such Additional Contributions have been repaid;

(e) to reimburse the Partners for their Initial Contributions and in proportion to each Partner's Proportionate Share in the Partnership;

(f) on an annual basis, the General Partner will distribute an amount to each Limited Partner to cover of each Limited Partner's respective tax on the income allocation, such amounts to be determined and agreed to by the Limited Partners;

(g) the remainder of the available profit shall be distributed to the Partners in accordance with the percentage that the number Units held by such Partner is of the number of all Units held by all the Partners at the time of such distribution.

16.10 For certainty, subject to the payment of operating expenses and retention of adequate working capital, all distributions shall be made in accordance with Section 16.9 above and any distributions made pursuant to Section 16.9(g) shall be subject to a requirement of prior unanimous approval for distribution thereof by the General Partner at such time or times as the Equipment Lease, the Land Lease, or any equipment lease or land lease entered into between the Partnership and another party or parties (a "Qualified Lease") is in effect. If there are no longer any Qualified Leases in effect, subject to the payment of operating expenses and retention of adequate working capital, all distributions shall be mandatory and made in accordance with Section 16.9 above and shall not be subject to a requirement of prior unanimous approval for distribution thereof by the General Partner. In the event the Limited Partners determine in their sole discretion that distributions should be delayed, modified or cancelled for any period of time, any Limited Partner may give notice to all of the other Limited Partners and the General Partner requesting a meeting of the Limited Partners or such determination may be made by written resolution of the Limited Partners. For distributions to be delayed, modified or cancelled for any period of time, approval by the Limited Partners must be unanimous.

16.11 Notwithstanding anything else contained in this Agreement, a Limited Partner will have the right, in lieu of receiving the distributions described above at the times indicated above, to require the Partnership to loan to such Limited Partner those amounts which would otherwise have been distributed to it at such times, and to have the distributions described above made to it on the first business day after the end of the fiscal year in which such distributions would otherwise have been made or on such earlier date (following the times indicated above) as such Limited Partner designates in its sole discretion. The loans made to a Limited Partner in a fiscal year will not bear interest and will be due and payable in full on the first business day after the end of the fiscal year in which such loans are made. With respect to amounts distributed to a Limited Partner at any time after the making of a loan to such Limited Partner pursuant to this Section 16.11, such Limited Partner and the Partnership shall be deemed (subject to Section 16.11 or unless the Limited Partner exercises its right to have such amounts also loaned to it), to have irrevocably directed and agreed that the amount of any such distribution payable first be applied to repay loans previously advanced, by way of set-off.

16.12 Notwithstanding Section 16.11, provided that all Limited Partners provide unanimous written consent, upon request of a Limited Partner, the distributions which otherwise would have been made on the first business day after the end of the fiscal year (or such earlier time as designated by a Limited Partner) in accordance with Section 16.11 shall be made at such later date as the requesting Limited Partner shall designate (the "Later Distribution Date"). For greater certainty, if a Later Distribution Date is designated in accordance with this Section 16.12, the provisions set forth in Section 16.11 shall apply, mutatis mutantis, as if (a) the reference to "first business day after the end of the fiscal year in which such distributions would otherwise have been made or on such earlier date (following the times indicated above) as such Limited Partner designates in its sole discretion" shall be read as "the Later Distribution Date", and (b) the reference to "due and payable in full on the first business day after the end of the fiscal year in which such loans are made" shall be read as "due and payable in full on the Later Distribution Date".

16.13 The General Partner shall, within one hundred and twenty (120) days of the end of each fiscal year, distribute to the Partners, in the proportion stipulated in Subsection 16.9, any surplus cash in the Partnership to the extent that such funds are not required for the Partnership Business as determined in the sole discretion of the General Partner.

16.14 If, as determined by the General Partner, any Partner has received a distribution which exceeds such Partner's entitlement at any time, such Partner shall forthwith repay to the Partnership the amount of such excess upon receiving notice from the General Partner requiring payment. Commencing two (2) business days after receipt of notice and until paid, such amount shall bear interest at the Prime Rate plus five (5%) percent per annum compounded monthly from the date or receipt of the notice. The General Partner may deduct such amount together with accumulated interest from any subsequent distribution to such Partner.

16.15 Without limiting the generality of the foregoing; and in addition to distributions arising from profits earned by the Partnership in the ordinary course of its business, distributions may in appropriate circumstances include net insurance proceeds, proceeds from financings and refinancings, sales of any interests or part interests in the assets of the Partnership and similar income or capital items.

16.16 No Partner shall have any right to withdraw or make a demand for withdrawal of any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and unless such withdrawal satisfies the requirements of the Act.

16.17 Any loans made by Partners to the Partnership, together with all accrued interest thereon, shall be repaid to the Partners in proportion to the amount of loan and accrued interest outstanding to each of such respective Partners from time to time.

Investments of Funds

16.18 Between distributions to the Partners, the General Partner will invest any funds not immediately required for the operations of the Partnership in securities of, or guaranteed by, the Government of Canada or the Government of any Canadian province, or certificates of deposit or interest bearing accounts of Canadian chartered banks or trust companies or in prime commercial paper.

Negative Balance

16.19 The interest of a Partner in the Partnership will not terminate by reason of a debit balance in the Partner's account.

ARTICLE 17
FINANCING

Additional Contributions

17.1 In the event that the Partnership requires funds, as determined by the General Partner, the General Partner may request that the Limited Partners make further cash contributions to the Partnership ("Additional Contributions"); provided, however, the Limited Partners will not be issued any additional Units in connection with any such Additional Contributions. The Limited Partners have no obligation to make Additional Contributions, unless approved by an Extraordinary Resolution. The Partners agree that future assets will be financed through the Partnership unless otherwise agreed upon, with such assets to be owned by the Partnership. Notwithstanding the foregoing, in the event that a Limited Partner contributes Additional Contributions, unequally, the unequal contribution will bear a rate of return equal to 1.0% per month, payable by the non-contributing Limited Partner to the Limited Partner or Limited Partners who made the Additional Contribution on terms to be determined by the Limited Partners.

Borrowing

17.2 The General Partner may determine that the Partnership requires funds from time to time, and, subject to prior approval by an Extraordinary Resolution, may in such circumstances borrow funds from any Person, including one or more of the Limited Partners, and may mortgage, pledge, hypothecate or otherwise charge on the assets of the Partnership as security for such borrowing.

ARTICLE 18
LIMITED PARTNERS

Representations and Warranties

18.1 Each Limited Partner represents and warrants that:

(a) it has the capacity to enter into this Agreement;

(b) it is and shall continue to be a Qualified Person; and

(c) it shall not assign or transfer a Unit except in accordance with this Agreement.

Each Limited Partner shall, at the request of the General Partner, provide such evidence of the status of such Limited Partner as the General Partner shall require.

Restrictions

18.2 No Limited Partner, in its capacity as a Limited Partner, shall:

(a) take part in the control or management of the Partnership Business;

(b) have the right to sign for or bind the Partnership;

(c) shall allow or cause to occur a change of control of such Limited Partner; or

(d) maintain any action for partition or sale with respect to interests of the Partnership in real or personal property, whether corporeal or incorporeal.

Bankruptcy

18.3 The Partnership shall not be dissolved by or upon the resignation, insolvency, bankruptcy, receivership, dissolution, liquidation or winding up of any Limited Partner, and the legal representative of the Limited Partner shall be entitled to and will assume all the rights and liabilities of the Limited Partner in respect of the Partnership.

ARTICLE 19
ASSIGNMENT OF UNITS

19.1 This Article 19 does not apply where a Limited Partner transfers Units to an affiliate, subsidiary or other related organization pursuant to an internal reorganization, and in such case a Limited Partner shall give notice within a reasonable time of such reorganization to the General Partner and comply with Section 19.9 below, but does not need the consent of the General Partner or any other party.

Offer to Other Limited Partners

19.2 Except in cases described in Section 19.1 above, a Limited Partner who wishes to transfer such Units (the "Transferor") to a third party transferee shall first give to every other Limited Partner (the "Other Limited Partners") and the General Partner a written notice of such proposal (the "Transfer Notice"). The Transfer Notice shall specify the number of Units proposed to be transferred (the "Subject Units"), the purchase price per Subject Unit, the terms of payment therefor and the identity of the proposed transferee(s). The Transfer Notice shall be irrevocable and shall constitute an offer (the "Offer") by the Transferor to sell the Subject Units to the Other Limited Partners at the price per Unit and upon the terms specified therein

19.3 For the purposes hereof the Offer shall:

(a) include an obligation on the part of the Transferor to transfer and convey the Subject Units free and clear of all encumbrances; and

(b) not provide for any exchange of property, other non-cash consideration or other similar terms which would discriminate unfairly against the Other Limited Partners, provided however that the inability of any of the Other Limited Partners to finance the purchase shall not be considered as a circumstance which discriminates unfairly against the Other Limited Partners.

19.4 Each of the Other Limited Partners wishing to purchase all or any of the Subject Units on the terms specified in the Transfer Notice shall so notify the General Partner within a period of thirty (30) days (the "Period") from the receipt of the Transfer Notice, and by such notice (the "Acceptance") shall specify the number of the Subject Units that such Other Limited Partner wishes to purchase

19.5 If within the Period the General Partner has received Acceptances for all of the Subject Units, the Other Limited Partners who have so notified the General Partner in accordance with Section 19.4 above shall purchase the number of Subject Units specified in each Other Limited Partners respective Acceptance. If two or more of such Other Limited Partners have, in the aggregate, specified in their respective Acceptances a greater number of the Subject Units than are specified in the Transfer Notice, such Other Limited Partners shall purchase the Subject Units in proportion to their holdings of all Units; provided that if any Other Limited Partner's pro rata purchase of the Subject Units will exceed the number specified in such Other Limited Partner's Acceptance, the excess shall be purchased pro rata by the Other Limited Partner whose pro rata purchase of the Subject Units will not exceed the number specified in their respective Acceptance.

19.6 Subject to Section 19.7 below, the delivery of an Acceptance by a Limited Partner to the General Partner shall give rise to a binding agreement of purchase and sale, between the Transferor and the Limited Partner who has delivered the Acceptance as aforesaid, to purchase and sell that number of the Subject Units as are to be purchased by such Limited Partner by virtue of the operation of 19.5 above, at the price and upon the terms specified in the Transfer Notice;

19.7 If, within the Period, the General Partner has not received Acceptances for all of the Subject Units specified in the Transfer Notice, the Transferor may, at any time after a period of ninety (90) days from the date the Limited Partner received the Transfer Notice, transfer all, but not less than all, of the Subject Units to the proposed transferees specified in the Transfer Notice. The Transferor shall furnish the General Partner with evidence that the purchase of the Subject Units, as aforesaid, has been made at such price and upon such terms as stated in the Transfer Notice and shall provide the General Partner with all other completed forms as required by this Agreement, failing which the General Partner shall refuse to record the transfer of the Subject Units.

19.8 Any notice required or permitted to be given pursuant to Article 19 shall be given in accordance with the provisions for notice contained in this Agreement.

19.9 A Unit may only be assigned by a Limited Partner or its agent duly authorized in writing to a Person who:

(a) has signed and delivered to the General Partner a declaration in acceptable form that such Person is a Qualified Person;

(b) has completed, executed and delivered to the General Partner an assignment in the form attached hereto as Schedule "D"; and

(c) has agreed in writing to be bound by the provisions of this Agreement and to assume the obligations of the assigning Limited Partner under this Agreement;

(d) provided that the assignee will not become a Substituted Limited Partner until entered as such by the General Partner in the Register and until the General Partner has amended the Certificate. Where the assignee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit the assignee as a Limited Partner and the Partners hereof hereby consent to the admission of, and will admit, the assignee, to the Partnership as a Limited Partner, without requiring any further act of the Partners. The General Partner will record the assignment and will amend the Certificate by showing the name of the assignee as a Substituted Limited Partner and make any and all necessary filings.

19.10 If any assignor of a Unit is a firm or a corporation, or purports to assign such Units in any representative capacity, or if an assignment results from the death, mental incapacity or bankruptcy of a Limited Partner or is otherwise involuntary, the assignor or his legal representative shall furnish to the General Partner such documents, certificates, assurances, court orders and other materials as the General Partner may reasonably require to cause such assignment to be effective.

19.11 A Substituted Limited Partner, upon registration of the notice to amend the Certificate in respect of it being substituted as a Limited Partner, shall become a Limited Partner and shall have all of the rights and liabilities of the assigned Unit or Units acquired by it (including without limitation the right to assign its interest in the Partnership in accordance herewith) and the assignor of such Unit or Units shall thereupon cease to be a Limited Partner; provided however, the assignor shall remain liable for any and all matters arising while it was a Limited Partner.

ARTICLE 20
DISSOLUTION

20.1 Except in cases where a Limited Partner wishes to transfer its Units in accordance with Article 19, which supersedes the provisions hereof, any Limited Partner may, at any time, send notice to the others that it desires to terminate the Partnership in accordance with Article 22 (the "Dissolution Notice"). In the event that the Dissolution Notice is given by any Limited Partner to the others, the following provisions shall govern:

(a) any assets that a Limited Partner or its affiliates or subsidiaries has leased to the partnership shall remain the property of that Limited Partner or any of its affiliates or subsidiaries, and if, applicable, shall be removed pursuant to the terms of the applicable lease agreement; and

(b) any assets that a Limited Partner or its affiliates or subsidiaries has contributed to the Partnership shall be distributed to that Limited Partner or its affiliates or subsidiaries, and that Limited Partner shall give 90 days' notice before removal of such assets.

ARTICLE 21
PARTNERSHIP MEETINGS

Annual Meeting

21.1 The General Partner shall call an annual meeting of the Partners within one hundred and twenty (120) days of the end of each fiscal year to review the Partnership Business.

Other Meetings

21.2 The General Partner may at any time, and shall upon receipt of a written request from Limited Partners representing twenty five (25%) percent of the outstanding Units, call a meeting. If the General Partner fails or neglects to call such a meeting within fifteen (15) days after receipt of such written request, or if the General Partner becomes bankrupt or a receiver takes control of its assets, any Limited Partner may call the meeting. Meetings of Limited Partners are to be held at such place in Alberta as the General Partner may designate or, in the event of a requisitioned meeting, at such place in Alberta as the Limited Partners requisitioning the meeting may designate.

Notice

21.3 Notice of any Partners' meeting shall be given to each Limited Partner, to the General Partner, and, in the discretion of the General Partner, to the Accountant. The notice shall be mailed by prepaid post at least fourteen (14) days and not more than thirty (30) days prior to the meeting and shall specify the time and place of the meeting and the nature of all business to be transacted. Notice for adjourned meetings shall be given not less than ten (10) days in advance and otherwise in accordance with the provisions for notice contained in this Section, except that it need not specify the nature of the business to be transacted. Accidental failure to give notice to a Partner shall not invalidate a meeting or proceeding thereat.

Chairperson

21.4 The chairperson of all meetings will be chosen by the General Partner unless those Limited Partners present in person or represented by proxy at the meeting choose, by Ordinary Resolution, some other person present to be chairperson.

Quorum

21.5 A quorum at any meeting of the Partners shall consist of one or more Partners present in person or by proxy and representing at least fifty one (51%) percent of the Units. If such quorum is not present within one hour after the time fixed for the holding of such meeting, the meeting shall be adjourned to be held not earlier than two (2) days and later than fourteen (14) days thereafter, at which adjourned meeting one or more Partners present in person or by proxy shall constitute a quorum. Any business may be transacted at the adjourned meeting which might properly have been transacted at the original meeting.

Voting

21.6 Except as otherwise provided herein, every question which may be put at any meeting of Limited Partners shall be decided by Ordinary Resolution. The General Partner shall not be entitled to vote at a meeting of the Limited Partners nor be included as part of quorum.

21.7 The Limited Partners shall by Extraordinary Resolution:

(a) determine any change in the fiscal year end of the Partnership;

(b) approve settlement of a legal action involving the Partnership;

(c) approve the continuation of a General Partner in the position of General Partner notwithstanding the occurrence of an event giving rise to a deemed resignation of such General Partner;

(d) appoint a new General Partner in anticipation of the deemed resignation of any General Partner or any successor General Partner;

(e) approve distribution of the assets of the Partnership in kind or specie upon the winding up of the Partnership; and

(f) approve the issuance of new units in the Partnership.

21.8 At all meetings of Partners, each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting, except questions requiring an Extraordinary Resolution, shall be decided by a show of hands unless a poll is demanded, in which case a poll shall be taken. A poll shall be taken on every matter requiring an Extraordinary Resolution. Any meeting of the Partners on a matter voted upon:

(a) for which no poll is required or requested, a declaration made by the chairperson of the meeting as to the voting on any particular resolution shall be conclusive evidence thereof; or

(b) for which a poll is required or requested, the result of the poll shall be deemed to be the decision of the meeting on the question or resolution in respect of which the poll was taken.

21.9 At any meeting of Partners, any Limited Partner entitled to vote may vote by proxy in a form reasonably acceptable to the General Partner, provided the proxy shall have been received by the General Partner for verification prior to the meeting.

21.10 A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incapacity, insolvency, bankruptcy or insanity of the Limited Partner giving the proxy or the revocation of proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, insanity or revocation shall have been received at the place of meeting prior to the time fixed for the holding of the meeting.

Joint Unit Holders

21.11 If two or more persons hold a Limited Unit or Units, any one of them present in person or by their representative at any meeting of Limited Partners, in the absence of the other or others, may vote the Unit or Units; provided however that if two or more of those persons are present in person or by their representative, as aforesaid, and vote, they shall vote as one for the Unit or Units held by them, failing which their vote or votes shall not be counted.

Role of General Partner at Meetings

21.12 The General Partner may attend and take part in the discussions and proceedings at any meeting of Limited Partners but shall have no vote in its capacity as General Partner.

Telephone Participation

21.13 Limited Partners or their representatives may participate in any meeting of Limited Partners by means of telephone or communication facilities that permit all persons participating in the meeting to hear each other, and a Limited Partner or its representative participating in a meeting by such means shall be deemed for all purposes to be present at the meeting.

Adjournment

21.14 The Chairman of the meeting may, with the consent of the meeting, adjourn any meeting of Limited Partners from time to time to a fixed time and place and if the meeting is adjourned for less than thirty (30) days, no notice of the time and place for the holding of the adjourned meeting need be given to any Limited Partner, other than by announcement at the earliest meeting that is adjourned. If a meeting of Limited Partners is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as it is for an original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present. The Limited Partners or their representatives who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which may have been brought before or dealt with at the original meeting.

Minutes

21.15 Minutes of the proceedings of every meeting of Partners shall be made and recorded by the General Partner. Minutes, when signed by the chairperson of the meeting, shall be prima facie evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made shall be taken to have been duly held and convened and all proceedings referred to in the minutes shall be deemed to have been duly passed.

Effect of Resolutions

21.16 Any Extraordinary Resolution or Ordinary Resolution shall be binding on all Partners and their respective heirs, executors, administrators or other legal representatives, successors and assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution.

Rules

21.17 To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, such rules and procedures shall be determined by the chairperson of the meeting.

ARTICLE 22
DISSOLUTION AND LIQUIDATION

22.1 The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) the bankruptcy, dissolution or winding up (except dissolution as a consequence of merger, amalgamation, consolidation or other corporate reorganization of the General Partner) or the occurrence of any other event which would permit a trustee or receiver to acquire control of the General Partner's affairs during the term hereof, unless such General Partner is replaced as provided hereunder;

(b) where the Partnership is not engaged in any projects or contracts, and has no reasonable prospect of any project or contracts;

(c) the passing of an Extraordinary Resolution approving the dissolution of the Partnership;

(d) the expiry of the term provided in Article 5.

22.2 The Partnership shall not be dissolved or terminated by the admission of any new General Partner or Limited Partner, by the reorganization of any Partner for tax planning purposes, or by the withdrawal, removal, death, insolvency, bankruptcy or other disability of any Limited Partner or upon the transfer of any Unit.

22.3 On dissolution of the Partnership the General Partner shall act as the receiver (the "Receiver") of the Partnership. If the General Partner is unable or unwilling to act as Receiver, the Limited Partners shall, by Ordinary Resolution, appoint some other appropriate person to act as Receiver. The Receiver shall proceed diligently to wind up the affairs of the Partnership and to distribute the net proceeds from the sale of the Partnership assets, subject to the provisions of Section 20.1. During the course of such liquidation the Receiver shall operate the Partnership Business and in doing so shall be vested with all the powers and authority of the General Partner in relation to the

Partnership under the terms of this Agreement. The Receiver shall be paid its reasonable fees and disbursements incurred in carrying out its duties as such.

22.4 The Receiver shall distribute the net proceeds from the sale of the Partnership assets as follows:

(a) first, to pay the expenses of liquidation and the creditors of the Partnership;

(b) secondly, to provide such reserves as the Receiver considers necessary for any contingent liability of the Partnership;

(c) thirdly, to the Limited Partners, to the extent of the amount of their respective Capital; and

(d) fourthly, to the Limited Partners, the balance thereof, pro rata in accordance with the number of respective Units held.

22.5 General Partner shall allocate Net Income, Net Loss, Tax Loss and Taxable Income to the account of the Limited Partners that received distributions set out in Subsection 16.9 and Subsection 20.1, then shall be divided in equal amounts per total Units issued and thereafter allocated amongst the Partners' accounts in accordance with the number of Units held by each.

ARTICLE 23
AMENDMENT

23.1 This Agreement may be amended only with the consent of the Limited Partners given by an Extraordinary Resolution, provided that (i) this Section may not be amended without the unanimous consent of the Limited Partners and (ii) no amendments shall be made to this Agreement which would have the effect of reducing the interest in the Partnership of the Limited Partners, changing the liability of any Limited Partner, allowing any Limited Partner to exercise control of the business of the Partnership, changing the right of a Limited Partner to vote at any meeting or changing the Partnership from a limited partnership to a general partnership.

23.2 The General Partner may, without prior notice to or consent from any Limited Partner, amend from time to time any provision of this Agreement, if such amendment is to cure an ambiguity or to correct or supplement any other provision contained herein and the cure, correction or supplemental provision does not and will not adversely affect the interest of the Limited Partners.

23.3 Limited Partners will be notified of full details of any amendment to this Agreement within thirty (30) days of the effective date of the amendment.

ARTICLE 24
ARBITRATION

24.1 In the event that any the disagreement arises between any of the parties hereto with reference to this Agreement or any matter arising hereunder and upon which the parties cannot agree (other than a matter governed by the provisions of Article 24 hereof), then every such disagreement shall be referred to arbitration pursuant to the provisions of the *Arbitration Act* (Alberta) and in accordance with the provisions of this Article 24.

24.2 Any dispute not resolved by the parties within thirty (30) days of reference to the other may be referred to arbitration by any party at any time thereafter. Disputes referred to arbitration will be governed by the following:

(a) the party desiring arbitration will notify the other parties of such desire and the parties will attempt to agree, within five (5) business days, on a single arbitrator who will be named to resolve the dispute. If the parties are unable to agree, if there are only two parties involved in the dispute, each of those parties shall chose an arbitrator and the two (2) arbitrators shall jointly chose a third arbitrator within five (5) business days of their appointment;

(b) the arbitration will take place in Edmonton, Alberta;

(c) the decision of the arbitrator(s) will be final and binding on the parties to the arbitration and no appeal will be taken from any determination unless the determination contains an error of law, which results in a determination which is patently unreasonable;

(d) each of the parties will co-operate with the arbitrator(s) and, subject to the doctrine of privilege, will provide the arbitrator(s) with all information in its possession or under its control necessary or relevant to the matter being determined. The parties will use their reasonable best efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable;

(e) the arbitrator(s) will be required to make an award as soon as possible, and if at all practicable, within ten (10) business days after the conclusion of the arbitration hearing. The arbitrator(s) may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable, and has the right to grant permanent and interim relief or injunctive relief or other forms of equitable relief, and will have the discretion to award costs including reasonable legal fees, interest and costs of the arbitration;

(f) except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, will govern any arbitration conducted under this section; and

(g) judgment upon an award, including any interim award, rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

24.3 Except where clearly prevented by the nature of the matter in dispute, the affected parties agree to continue performing their respective obligations under the Agreement applicable while the dispute is being resolved or arbitrated unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement.

24.4 Nothing in the dispute resolution process will prevent an affected party from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same Court in which a suit against the party is brought by any third person.

24.5 The parties hereto covenant that they will not apply nor will they have any right to apply by any means to any court to challenge any decision of the arbitrator on a matter properly before the arbitrator.

ARTICLE 25
GENERAL

Notice

25.1 Any notice, direction or request required or permitted to be given hereunder shall be in writing and shall be given by personal service, facsimile, or by registered letter, with postage fully prepaid:

(a) to the General Partner at 14238 - 134 Avenue, Edmonton, Alberta, T5L 5V8 with a copy to each Limited Partner;

(b) to a Limited Partner, at the address of such Limited Partner as it appears on the Register.

Any notice, direction or request delivered personally or by facsimile shall be deemed to be received by and given to the addressee on the day of delivery. Any notice, direction or request mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing except in the event of a disruption of postal service, in which event notice shall be delivered personally or given by facsimile.

Time of Essence

25.2 Time is of the essence of this Agreement.

Counterpart

25.3 This Agreement may be executed in any number of facsimile or original counterparts with the same effect as if the parties hereto had all signed the document. This Agreement may also be adopted in any subscription form or similar instrument signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts of this Agreement shall constitute one instrument.

Severability

25.4 Each provision of this Agreement shall be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Headings, Etc.

25.5 The headings and article and paragraph numbers used throughout this Agreement have been inserted for convenience of reference only and shall in no way affect, define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

Gender

25.6 All words used herein in the masculine or neuter gender shall be deemed to include the female gender, corporations and partnership, and the singular number shall include the plural number, as the case may be, whenever the context so requires.

Laws of Alberta

25.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

Further Assurances

25.8 The parties agree to execute and deliver such further documents and do such things as may be necessary in order to give full effect to this Agreement.

Successors and Assigns

25.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, those who have properly executed subscriptions and their respective heirs, executors, administrators and their permitted successors and assigns.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF this Agreement is executed as of the date first above written.

PEACE RIVER LODGE GP LTD.
(General Partner)

Per: ______________________________
Paul William McCracken

CANADA NORTH GROUP LP HOLDINGS LTD.
(Limited Partner)

Per: ______________________________
Paul William McCracken

726 REMOTE ACCOMMODATIONS, LTD.
(Limited Partner)

Per: ______________________________
Barry Roman

IN WITNESS WHEREOF this Agreement is executed as of the date first above written.

PEACE RIVER LODGE GP LTD.
(General Partner)

Per: ______________________________
Paul William McCracken

CANADA NORTH GROUP LP HOLDINGS LTD.
(Limited Partner)

Per: ______________________________
Paul William McCracken

726 REMOTE ACCOMMODATIONS, LTD.
(Limited Partner)

Per: ______________________________
Barry Roman

SCHEDULE "A"

PEACE RIVER LODGE LIMITED PARTNERSHIP AGREEMENT

INITIAL CONTRIBUTIONS

	UNDIVIDED % OF PARTNERSHIP BUSINESS	VALUE OF INITIAL CONTRIBUTION
Peace River Lodge GP Ltd. (General Partner)	1%	$1.00
Canada North Group LP Holdings Ltd. (Limited Partner)	49.5%	$49.50
726 Remote Accommodations, Ltd. (Limited Partner)	49.5%	$49.50

SCHEDULE "B"

PEACE RIVER LODGE LIMITED PARTNERSHIP AGREEMENT

FORM OF UNIT CERTIFICATE

CERTIFICATE	HOLDER	UNITS

This certifies that ___________________ is the registered owner of _________ Units (the "Units") of the Peace River Lodge LP.

The Units represented by this certificate are subject to the provisions of the Peace River Lodge Limited Partnership Agreement dated as of _________, 2015 (the "Limited Partnership Agreement").

The Units represented by this certificate are only transferable in accordance with the provisions of the Limited Partnership Agreement.

Dated the _____ day of ______________, 2015.

The General Partner:

PEACE RIVER LODGE GP LTD.

Per: ________________________________

Per: ________________________________

SCHEDULE "C"

PEACE RIVER LODGE LIMITED PARTNERSHIP AGREEMENT

SUBSCRIPTION FORM AND IRREVOCABLE POWER OF ATTORNEY

TO: PEACE RIVER LODGE GP LTD. (General Partner)
(14238 – 134 Avenue, Edmonton, Alberta, T5L 5V8)

The undersigned hereby subscribes for • Unit (the "Unit") ($ • in value for each Unit) in the PEACE RIVER LODGE LP (the "Limited Partnership") as described in that Limited Partnership Agreement, a copy of which has been delivered to me. A transfer of all of the undersigned's beneficial interest in the Partnership Assets or a cheque in the relevant amount, representing payment in full for the Units hereby subscribed for, and this subscription form are hereby delivered in accordance with the provisions of the said Limited Partnership Agreement. The undersigned acknowledges that participation in the Limited Partnership is subject to the acceptance of this subscription by the General Partner and to other conditions as set forth in the said Limited Partnership Agreement.

The acceptance of this subscription shall be effective upon delivery of confirmation thereof to the undersigned.

IN WITNESS WHEREOF the signature of the undersigned is affixed and witnessed at ______________, Alberta, as of the _____ day of _______________, 2015.

____
(the "Undersigned")

Address:

____

____

____

SCHEDULE "D"

PEACE RIVER LODGE LIMITED PARTNERSHIP AGREEMENT

ASSIGNMENT

TO: PEACE RIVER LODGE GP LTD. (General Partner)
(14238 – 134 Avenue, Edmonton, AB, T5L 5V8)

The undersigned (the "assignor"), a limited partner of PEACE RIVER LODGE LP (the "Partnership"), hereby assigns to __________________ (the "Assignee") all of the Assignor's right, title and interest in and to _________ Units in the Partnership. The assignor agrees to furnish to the general partner of the Partnership (the "General Partner") such documentation as the General Partner may require to effect this assignment. The assignor agrees that the power of attorney previously granted by the Assignor to the General Partner shall continue in full force and effect until all instruments required to effect this assignment and to continue and keep in good standing the Partnership as a limited partnership have been furnished to the General Partner and have been recorded or filed as and where required.

DATED this ___ day of ______________, 2015.

____
Signature of assignor

____
Name of assignor

____
Signature of assignee

____
Address of assignee

The assignee accepts the above assignment and agrees to be bound by the limited partnership agreement dated ______________, 2015, (the "Partnership Agreement") and entered into between • and the Limited Partners.

The assignee represents and declares that he:

(a) is a "Qualified Person" as defined in the Partnership Agreement;

(b) has the capacity and competence to enter into and be bound by the Partnership Agreement; and

(c) is acquiring the Units for the purpose of earning income from a business within the meaning of the *Income Tax Act* (Canada).

The assignee hereby irrevocably nominates, constitutes and appoints the General Partner with full power of substitution, as his agent and true and lawful attorney to act on behalf of the assignee with full power and authority in his name, place and stead to execute and record or file as and where required:

(a) the Partnership Agreement, all declarations and certificates and amendments thereto, and other instruments necessary to qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership may conduct business;

(b) all instruments and certificates necessary to reflect any amendment to the Partnership Agreement;

(c) all conveyances and other instruments necessary to reflect the dissolution and termination of the Partnership, including cancellation of any certificate;

(d) any document or instrument required in connection with the transfer of the Units acquired by the above-named assignee;

(e) any instrument required by any governmental body in connection with the business of the Partnership; and

(f) any instrument required in connection with any election that may be made under the *Income Tax Act* (Canada) or any analogous fiscal legislation.

The foregoing power of attorney is irrevocable and is a power coupled with an interest and shall survive the death or disability of the above mentioned assignee and shall extend to the heirs, executors, administrators and assigns of the undersigned. The assignee agrees to be bound by any representation or action of the General Partner pursuant to this power of attorney and hereby waives all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under this power of attorney.

____

Signature of Assignee

SCHEDULE E

SERVICES AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of January __, 2015, by and between PEACE RIVER LODGE LP , an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), CANADA NORTH CAMPS, INC. , an Alberta company with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"), and 726 REMOTE ACCOMMODATIONS, LTD., a British Columbia company with a primary mailing address at 2900 South Quincy Street, Suite 300A, Arlington, BA 22206 ("726"). Owner and CNC will be referred to jointly as the "Parties" and individually as a "Party."

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on January _____________, 2015 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term or Renewal Term, as applicable; but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to

Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable

time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter. While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without

prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has

in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; or in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) 726 may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination 726 may not enter into a new agreement for the provision of services equivalent to the Camp Services with its parent, Reliant Asset Management, LLC or 726 (collectively "RAM"), or with an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Peace River Lodge LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Canada North Camps, Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: Mike McInnis

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by all Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________________
Name: Paul McCracken
Title: President

PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.

By: ______________________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(iii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________________
Name: Barry Roman
Title:

EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch}, sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

SCHEDULE F

OPERATING AGREEMENT

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of January, 2015 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

\- and -

PEACE RIVER LODGE LP.,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

\- and -

726 REMOTE ACCOMMODATIONS, LTD.,
a corporation incorporated under the laws of the Province of British Columbia
(hereinafter referred to as "726")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land in the municipality of Peace River (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f), and 1.1(h) (collectively, the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) **"Administrative Costs"** means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing

department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.;

(b) **"Agreement"** shall mean this Operating Agreement made between the Parties hereto;

(c) **"Business Day"** shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) **"Business Territory"** means those lands located within the municipality of Peace River, in the Province of Alberta;

(e) **"Capital Costs"** means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) **"Job Costs"** means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) **"Job Revenues"** means all revenue generated by the Partnership Business from each Partnership Job;

(h) **"Operating Costs"** means:

(i) All Administrative Costs;

(ii) Management fee payable to CNC, such fee to be agreed upon; and

(iii) All attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a Business manager and a Business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous Business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility.

(i) **"Parties"** means the Operator and the Partnership and **"Party"** means either one of them; and

(j) **"Partnership Job"** means any contract which the Partnership enters into with a third party for the provision of remote camp catering services;

(k) **"Term"** means the term of this Agreement as set out in Section 8.1 hereof.

1.2 Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right, title and interest to the Partnership Assets shall remain at all times with the Partnership. As at the Effective Date, the Parties agree and acknowledge that the Partnership Assets are owned by 726 and 726 has agreed to lease the Partnership Assets to the Partnership pursuant to an equipment lease, with an option to purchase (the "Equipment Lease"), whereby 726 will sell the Partnership Assets to the Partnership at the termination of the equipment lease, for a sum of $1.00 all as further detailed in the equipment lease document, and the unanimous shareholders agreement amongst the shareholders of the Partnership.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and become the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed $100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty-five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged ("Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) Yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator; or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the Term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by any Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, 726 may terminate this Agreement at any time in its sole discretion, but in the event of such termination 726 may not enter into, or make arrangements for the Partnership to enter into a new agreement for the provision of services equivalent to the Operating Services with Reliant Asset Management, LLC or 726 (collectively "RAM") or with an affiliate or subsidiary of RAM, or anyone with whom RAM does not operate at arm's length, upon the happening of any of the following events:

(a) Expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of 726, acting reasonably;

(c) the Operator fails to maintain and operate the Partnership Business in the manner specified in Section 3.2 hereof;

(d) by mutual consent of the Parties;

(e) if the Equipment Lease is terminated prior to the Initial Term; or

(f) the ownership of the Partnership vests solely with either 726, or the Canada North Group LP Holdings Ltd., in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the

first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

(c) To 726:

2900 South Quincy Street
Suite 300A
Arlington, VA 22206

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases,

such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 Change of Address for Notice

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 Operator Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 Partnership Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary

Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________________
Paul McCracken

PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.

Per: ______________________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ______________________________
Barry Roman

Exhibit: D-16
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

AMENDED AND RESTATED BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT made as of the 10th day of December, 2014. ("Effective Date") as amended and restated on the __th day of January, 2015.

BETWEEN:

BONNYVILLE LODGE GP LTD.
a corporation incorporated pursuant to the laws of the Province of Alberta
(hereinafter called the "General Partner")

- and -

CANADA NORTH GROUP LP HOLDINGS LTD.
a corporation incorporated pursuant to the laws of the Province of Alberta
("CNG")

- and -

726 REMOTE ACCOMMODATIONS, LTD.
a corporation incorporated pursuant to the laws of the Province of B.C.
("726")

(hereinafter CNG and 726 are collectively called the "Limited Partners")

WHEREAS THE Partnership was formed effective December 10, 2014, and the Partners desire to amend and restate their intention as set forth in this document.

ARTICLE 1
FORMATION OF LIMITED PARTNERSHIP

1.1 The General Partner and the Limited Partners hereby form and enter into a limited partnership (herein called the "Partnership") in accordance with the *Partnership Act* (Alberta) and the provisions of this Agreement.

ARTICLE 2
NAME

2.1 The name of the Partnership is "Bonnyville Lodge LP" or such other name or names as the General Partner may from time to time select.

ARTICLE 3
DEFINITIONS

3.1 The following definitions apply to this Agreement:

(a) "Accountant" means such person who is appointed by the General Partner as accountant for the Partnership;

(b) "Act" means the *Partnership Act* (Alberta);

(c) "Additional Contribution" means any amount in addition to the Initial Contribution that a Partner may contribute or be deemed to contribute to the Partnership pursuant to the terms of this Agreement;

(d) "Agreement" means this agreement, as amended, modified or supplemented from time to time including all schedules hereto;

(e) "Capital" at any time means the aggregate amounts given as consideration for the Units;

(f) "Certificate" means the initial certificate filed under the Act for the purpose of creating the Partnership and any amendment thereto;

(g) "Contribution" means all Initial Contribution and all Additional Contribution;

(h) "Disagreement" means any disagreement among the Limited Partners;

(i) "Extraordinary Resolution" means a resolution unanimously passed at a meeting of the Limited Partners called for the purpose of considering such resolution, each Limited Partner having one vote for each Unit held or, alternatively, a resolution unanimously signed by the Limited Partners entitled to vote on such resolution at a meeting;

(j) "General Partner" means Bonnyville Lodge GP Ltd. or any other party who may become the General Partner of the Partnership in place of Bonnyville Lodge GP Ltd. from time to time, in each case until such General Partner ceases to be the General Partner of the Partnership under the terms of this Agreement;

(k) "*Income Tax Act*" means the *Income Tax Act* (Canada) and any amendments thereto;

(l) "Initial Contribution" means the cash amount each respective Partner agrees to initially contribute to the Partnership all as more specifically set forth in Schedule "A" attached hereto;

(m) "Land" means the land upon which the Camp will be built, known as Bonnyville North and Bonnyville West, with the following legal description:

Bonnyville North	Plan 082 6492, Block 3, Lot 7
Bonnyville West	Plan 132 4161, Block 4, Lots 1, 2, 3, 4, 5 and 6

(n) "Management Services" means those management services to be provided to the Partnership related to the management and operation of the Camp;

(o) "Net Income" or "Net Loss" means the net income or loss of the Partnership for a fiscal year determined in accordance with generally accepted accounting principles and shall include provisions for such reserves as in the opinion of the General Partner are required for the Partnership Business;

(p) "Ordinary Resolution" means a resolution passed by more than 51% of the votes cast at a meeting of Partners; each Limited Partner having one vote for each Unit held or, alternatively, a resolution signed by Limited Partners holding more than 51% of the outstanding Units entitled to vote at a meeting;

(q) "Partner" means any Limited Partner, or the General Partner;

(r) "Partnership Business" has the meaning assigned by Section 4.1 hereof;

(s) "Person" means an individual, sole proprietor, partnership, unincorporated association, syndicate or organization, trust, body corporate and a natural person in his capacity as a trustee, executor, administrator or other legal representative;

(t) "Prime Rate" means the interest rate per annum announced from time to time by the Royal Bank of Canada, as a reference rate for demand loans payable in Canadian currency;

(u) "Proportionate Share" means that ratio which a Partner's Units bear to all Units outstanding from time to time;

(v) "Qualified Person" means (A) a person that (i) is competent to enter into this Agreement; (ii) is not a "non-Canadian" within the meaning of the *Investment Canada Act*; (iii) is not a "non-resident" within the meaning of the *Income Tax Act*; (iv) is not a "financial institution" for purposes of the *Income Tax Act* (v) has not financed the acquisition of units in the Partnership through borrowing for which recourse is or is deemed to be limited for the purposes of the *Income Tax Act*; and (B) a person or partnership (i) not described in subsection 100(1.1) of the *Income Tax Act* and is not acquiring the units as part of a series of transactions or events in which any interest in the Partnership is acquired, or deemed to be acquired, by a person or partnership described in subsection 100(1.1); (ii) is not a partnership or in the case that it is a partnership it is a "Canadian partnership" for purposes of the *Income Tax Act*; and (iii) who is not a person an interest in which would be, and is not acquiring an interest in the Partnership as, a "tax shelter investment" as defined in the *Income Tax Act*.

(w) "Register" means the register of Limited Partners maintained by the General Partner;

(x) "Substituted Limited Partner" means an assignee or transferee of a Unit entitled to become a Limited Partner pursuant to this Agreement;

(y) "Taxable Income" or "Tax Loss" means the amount of income or loss of the Partnership for a fiscal year determined by the General Partner pursuant to the provisions of the *Income Tax Act*;

(z) "Unit" means the interest of a Limited Partner in the Partnership purchased for each $1.00 of contribution by such Limited Partner; and

(aa) "Unit Certificate" means a certificate of ownership substantially in the form attached as Schedule "B" indicating that the registered holder thereof is the owner of the number of Units therein stated.

ARTICLE 4
BUSINESS OF THE PARTNERSHIP

Business

4.1 The business of the Partnership shall be to construct and operate a lodge on the Land (the "Camp"), and to provide catering services at the lodge (the "Business"), and for any other business venture as mutually agreed upon between the parties.

Certificate

4.2 The General Partner shall complete and file the Certificate and shall cause the Partnership to qualify to do business in the Province of Alberta as a limited partnership under the Act and in any other jurisdiction in which the Partnership carries on the Partnership Business.

ARTICLE 5
TERM

5.1 The Partnership shall commence on filing of the certificate of limited partnership and shall continue until sooner dissolved in accordance with the terms of this Agreement.

ARTICLE 6
FISCAL YEAR

6.1 The fiscal year end of the Partnership shall be September 30 in each year, or as may otherwise be determined by the Limited Partners by Extraordinary Resolution.

ARTICLE 7
PRINCIPAL PLACE OF BUSINESS

7.1 The principal place of business of the Partnership shall be at the Camp or such other address as the General Partner may designate from time to time by written notice to the Limited Partners.

ARTICLE 8
ADDRESS OF PARTNERS

General Partner

8.1 The address of the General Partner is 14238 – 134 Avenue, Edmonton, Alberta, T5L 5V8.

Limited Partners

8.2 The address of each of the Limited Partners is that set out in the Register. Such address may be changed by written notice to the General Partner.

ARTICLE 9
PARTNERSHIP CAPITAL UNITS

Units

9.1 The Capital of the Partnership shall be divided into an unlimited number of Units which may be sold by the Partnership, subject to the terms of this Agreement, for the sum of $1.00 each.

9.2 All issued Units shall have the same rights and obligations.

9.3 The minimum subscription shall be One (1) Unit.

9.4 The General Partner shall not be obligated to recognize, acknowledge or account for any arrangement, charge, pledge or equity with respect to any Unit and shall not recognize any Person as having any interest in any Unit except for the Person recorded on the Register, or shown on the Certificate, as the holder of such Unit. The receipt of the Person in whose name any Unit is recorded on the Register shall be sufficient discharge for all amounts paid in respect of such Unit and from all liability therefor.

Subscription

9.5 The General Partner shall not accept any subscriptions for Units without the prior written approval of the Partners by way of an Extraordinary Resolution. Subject to an Extraordinary Resolution, a Person may subscribe for Units by delivering to the General Partner a completed subscription form and power of attorney in the form attached hereto as Schedule "C". Any subscription form and power of attorney so submitted may only be accepted by the General Partner, subject to an Extraordinary Resolution of the Partnership, after it has first:

(a) requested and been declined Additional Contributions by all of the Limited Partners in accordance with Section 17.1 of this Agreement, which Additional Contributions are equal to or in excess of the total consideration proposed to be provided to the Limited Partnership by the Person subscribing for Units in accordance with this Agreement; and

(b) made a motion to the Limited Partners in accordance with Section 17.2 of this Agreement to borrow funds, which funds are equal to or in excess of the total consideration proposed to be provided to the Partnership by the Person subscribing for Units in accordance with this Agreement, and such motion has not been passed by Extraordinary Resolution.

9.6 The General Partner is authorized to admit accepted subscribers as Limited Partners only upon approval of the Partners by an Extraordinary Resolution.

9.7 For each Unit subscribed for, a Person shall contribute and transfer $1.00 in value to the Partnership at the time of subscription.

9.8 No subscription will be accepted from or registered in the name of a Person who is not a Qualified Person.

9.9 The General Partner may, in accordance with Sections 9.6 and 9.7 hereof, subscribe for and acquire Units or purchase Units from any Person and may, in such case, be entered on the Register and the Certificate as a Limited Partner in respect of any such Units and will be entitled to all of the rights of a Limited Partner under this Agreement except as otherwise provided in this Agreement.

Costs

9.10 The Partnership will pay all costs, disbursements, fees and expenses directly incurred in connection with the formation of the Partnership and the issuance of the Units.

Register

9.11 The General Partner shall maintain at its principal place of business a register to record the names and addresses of the Partners, the number of Units held by each Limited Partner and particulars of registration and assignment of Units.

9.12 Upon the acceptance by the General Partner of a subscription for Units and payment by a transfer of the subscriber's interest for such Units, the General Partner shall enter the subscriber on the Register as a Limited Partner and on the Certificate as a Limited Partner and shall deliver to such subscriber a certificate specifying the number of Units held by such subscriber. Every such certificate shall be signed manually by at least one officer or director of the General Partner.

9.13 If a certificate has been defaced, lost, destroyed, or wrongly taken, the General Partner shall cause a new certificate to be issued therefor if the Limited Partner in whose name the certificate is recorded files with the General Partner proof of loss and an indemnity bond in the form and in an amount sufficient to indemnify and hold harmless the General Partner from any costs, damages, liabilities or expenses incurred as result of issuing such new certificate and satisfies such other reasonable requirements as are imposed by the General Partner.

9.14 Any Limited Partner, or an agent of a Limited Partner duly authorized in writing, shall have the right to inspect and take extracts from the Register during normal business hours to obtain a copy of the Register not more than ten (10) days after the date of filing of its written request therefor with the General Partner.

ARTICLE 10
REPRESENTATIONS OF GENERAL PARTNER

10.1 The General Partner hereby covenants, represents and warrants that:

(a) it is a body corporate, duly incorporated under the laws of Alberta and that so long as it is the General Partner of the Partnership it shall maintain its corporate existence;

(b) it has and shall continue to have the capacity to act as the General Partner and that its obligations herein do not conflict with or constitute a default under its Articles of Incorporation or any agreement by which it is bound;

(c) it shall act with the utmost fairness and good faith towards the other Partners in the conduct of the Partnership Business.

ARTICLE 11
POWERS OF GENERAL PARTNER

Powers

11.1 The General Partner shall have full and exclusive power and authority on behalf of the Partnership to carry on the Partnership Business and to the extent deemed necessary by the General Partner, shall hold the Partnership assets for the benefit of the Partnership, and shall do all acts deemed by the General Partner to be necessary, appropriate, or incidental to the Partnership Business, including but not limited to the power and authority to:

(a) enter into agreements to carry on the Partnership Business;

(b) retain or employ legal and accounting services and professional advice in the conduct of the affairs of the Partnership;

(c) open a bank account for the Partnership in the name of the Partnership with full and exclusive signing authority on behalf of the Partnership;

(d) pay costs and expenditures reasonably incurred by the Partnership;

(e) bring or defend on behalf of the Partnership any actions or proceedings in connection with the Partnership Business;

(f) file any returns required by a governmental or like authority;

(g) make any election that may be made under the *Income Tax Act*;

(h) purchase, lease or otherwise acquire equipment and premises in connection with the Partnership Business;

(i) retain or employ staff to carry out the Partnership Business;

(j) hire contractors and sub-contractors to assist in carrying on the Partnership Business;

(k) take such steps as may be necessary to obtain support from government assistance programs;

(l) execute such documents and instruments as may be reasonably required to give effect to the agreements it has entered into on behalf of the Partnership; provided always that, except as otherwise set out in this Agreement, the General Partner shall not sell, transfer or dispose of the majority of the assets of the Partnership unless it has received the approval of the Limited Partners by an Extraordinary Resolution; and

(m) to audit costs and expenses of the General Partner for products and/or services received in carrying out the Partnership Business.

Investigation of Authority

11.2 No Person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or make any decision on behalf of or in the name of the Partnership.

ARTICLE 12
DUTIES OF GENERAL PARTNER

Control

12.1 The General Partner will manage, control and operate the Partnership Business and do or cause to be done in a prudent and reasonable manner any and all acts necessary, appropriate or incidental to the Partnership Business and will do so honestly, in good faith and in the best interests of the Limited Partners and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person experienced in the Partnership Business would exercise in comparable circumstances.

Commingling

12.2 The funds or assets of the Partnership shall not be commingled with the funds or assets of the General Partner or of any other Person.

Trustee of Partnership Assets.

12.3 If at any time the General Partner shall have in its possession any asset of the Partnership, such General Partner shall be deemed to be a trustee and fiduciary in respect thereof for all Partners in the Partnership and shall act accordingly.

ARTICLE 13
REMOVAL OR RESIGNATION OF GENERAL PARTNER

Removal

13.1 The General Partner may be removed as the General Partner at any time by Extraordinary Resolution.

13.2 The General Partner shall be deemed to have resigned fifteen (15) days after the bankruptcy or liquidation (or the commencement of steps in connection therewith which are not contested in good faith by the General Partner) of the General Partner.

13.3 The removal of the General Partner shall be effective only upon the appointment by the Limited Partners, concurrently with such removal, of a new General Partner to assume all the responsibilities and obligations of the General Partner. The new General Partner shall, prior to its assuming its responsibilities as General Partner under the terms of this Agreement, execute such documents as deemed necessary by the Partnership to give effect to such assumption.

Resignation

13.4 The General Partner may resign upon forty-five (45) days' written notice to the Limited Partners and such resignation shall become effective upon the earlier of:

(a) forty-five (45) days after such written notice is given; or the admission of a new General Partner to the Partnership;

(b) provided that the General Partner shall not resign if the effect would be to dissolve the Partnership.

13.5 The General Partner may resign upon such other terms and conditions as the Limited Partners may determine by Extraordinary Resolution.

Replacement

13.6 On the admission of a new General Partner to the Partnership, the General Partner will transfer its Units together with the management and operation of the Partnership Business and the books, records and accounts of the Partners to the new General Partner and will execute and deliver all documents necessary to effect such transfer. The substituted General Partner will file all Certificates and amendments or other instruments necessary to record the substitution of such General Partner or to qualify or continue the Partnership as a limited partnership.

ARTICLE 14
COMMITMENTS BY PARTNERS

14.1 Commitments by CNG:

CNG shall provide the following to the Partnership:

(a) its Proportionate Share of the initial working capital as determined by the General Partner;

(b) the Land owned by CNG or an affiliate of CNG, for a term beginning on the Effective Date, until such time as an aggregate profit distribution equal to $28,000,000.00 has been paid (in accordance with Subsection 16.9), at an aggregate cost of $1.00;

(c) staff labour, groceries and housekeeping consumables as set out in the Services Agreement entered into between the Partnership and Canada North Camps, Inc. ("CNC") as of the date hereof (the "Services Agreement") and the Operating Agreement entered into between the Partnership and CNC as of the date hereof (the "Operating Agreement"), attached hereto as Schedules "E" and "F" respectively;

(d) start-up losses, installation and set-up costs and equipment, linens, disks etc.;

(e) installation of J&J dorms at a maximum value of $3,000,000.00; and

(f) only at such time as the Partnership has made distributions to 726 in the aggregate sum of $20,000,000.00, followed by distributions to CNG in the aggregate sum of $8,000,000.00, shall CNG transfer the Land, free and clear of any encumbrances to the Partnership, at the agreed value equal to the value of the Equipment referenced in Section 14.2(c).

14.2 Commitments by 726:

726 shall provide the following to the Partnership:

(a) Its Proportionate Share of the initial working capital as determined by the General Partner;

(b) the following equipment: 22 units KDR, 3 well sites, 1 dorm, 6 J&J dorms (the "Equipment") for a period until the Partnership has made distributions to 726 of $20,000,000.00, followed by distributions to CNG of $8,000,000.00; and

(c) only at such time as the Partnership has made distributions to 726 in the aggregate sum of $20,000,000.00, followed by distributions to CNG in the aggregate sum of $8,000,000.00, shall 726 transfer the Equipment, free and clear of any encumbrances, to the Partnership, at fair market value, which value shall be equal to the value of the Land referenced in section 14.1(f).

14.3 Commitments by General Partner:

The General Partner will provide to the Partnership its Proportionate Share of the initial working capital as determined by the General Partner (less than 1%).

14.4 Reimbursement for Contributed Assets: In consideration for the commitments of each of the Limited Partners set out in section 14.1, 14.2 and 14.3 the Partnership agrees to reimburse the Limited Partners, upon receipt by the Partnership of appropriate supporting documentation evidencing the cost associated with the contribution.

14.5 Elections: Each Partner agrees that a contribution of property to the Partnership, including a grant to the Partnership of a right to use such property, by a Partner may be made in accordance with subsection 97(2) of the *Income Tax Act* in the form and manner and within the time prescribed by the *Income Tax Act* (and elections under corresponding provisions of any applicable provincial legislation) at the option of such Partner and for such elected amounts as determined by such Partner. Each Partner agrees to act reasonably and co-operatively with the other Partners for the purpose of making any tax elections required to be made jointly by all the Partners.

14.6 At the time of execution of this Agreement, the Partnership has entered into a service agreement for the provision of services supporting the Partnership Business with an affiliate of CNG. In the event that such service agreement is terminated due to poor quality services being provided, the Partners agree and acknowledge that any subsequent service provider that replaces the CNG affiliate shall not be Reliant Asset Management, LLC or 726 (collectively "RAM"), or an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

ARTICLE 15
LIABILITY OF PARTNERS AND INSURANCE

General Partner

15.1 The General Partner has unlimited liability for the liabilities and obligations of the Partnership.

15.2 The General Partner is not liable to the Limited Partners for any mistakes or errors in judgment or any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, if such course of conduct was in the best interests of the Partnership and so long as the General Partner was not guilty of negligence or willful misconduct in such act or failure to act.

Limited Partners

15.3 The liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount of such Limited Partner's Contribution plus it's pro rata share of the undistributed assets of the Partnership.

Indemnity

15.4 The General Partner will, and does, hereby indemnify and hold harmless each Limited Partner for all costs and damages incurred by such Limited Partner that result from not having limited liability, other than a lack of limited liability caused by any act or omission of such Limited Partner. The General Partner will and does hereby indemnify the Partnership for any damages incurred by the Partnership as a result of any willful misconduct or an act of negligence by the General Partner or any act or omission not believed in good faith to be within the scope of authority conferred by this Agreement, including any reasonable legal expenses directly incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach if such defence is unsuccessful. The General

Partner will allow the Partnership to carry on business only in the Province of Alberta unless approved by Extraordinary Resolution and legal counsel to the Partnership advises to the greatest possible extent, that limitation of liability of the Limited Partners, as recognized under the provisions of the Act is effective in the jurisdictions in which such business is to be carried on.

15.5 If the General Partner shall have acted honestly and in good faith and without negligence or willful misconduct in the performance of, or willful disregard or breach of, its obligations or duties prescribed by this Agreement, the Partnership shall indemnify and hold harmless the General Partner from any costs, damages, liabilities or expense suffered or incurred by the General Partner resulting from or arising out of any act or omission of the General Partner on behalf of the Partnership or in furtherance of the Partnership Business, unless such costs, damages, liabilities or expenses resulting from or arise out of any act, omission or judgment as a result of which the General Partner is adjudged to be in contravention of this Agreement.

Insurance

15.6 The General Partner shall purchase or arrange for, liability, casualty and other insurance of such types and coverages as the General Partner considers appropriate and such insurance policies shall name the Partnership as an insured and any costs thereof shall be for the account of the Partnership.

ARTICLE 16
ACCOUNTING AND DISTRIBUTIONS

Proper Records

16.1 The General Partner shall keep and maintain, or cause to be kept and maintained, full, complete and accurate books of account and records of the Partnership Business at its principal office.

16.2 All financial transactions of the Partnership shall be recorded and accounted for in accordance with Canadian generally accepted accounting principles.

16.3 The General Partner shall establish and maintain a separate account for each Partner to which shall be credited the amount of each Partner's share of Capital, Net Income and all other amounts which Partners are entitled to and to which Net Loss and all distributions to Partners will be charged. No interest shall be payable on such accounts.

16.4 The General Partner will, on behalf of the Partnership, retain the Accountant to review and report to the Partners upon the financial statements of the Partnership for each fiscal year.

Annual Report

16.5 Within one hundred and twenty (120) days of the end of each fiscal year, the General Partner shall forward to each Limited Partner an annual report containing financial statements, which shall be prepared in accordance with generally accepted accounting principles. The financial statements shall include a balance sheet, a statement of income, a statement of changes in financial position, and a statement of changes in capital. The annual report shall also contain the Accountant's report on the financial statements, a report on allocations and distributions to Partners, and other information material to the Partnership Business. The annual report shall contain Notice to Reader or Review Engagement financial statements, with special audit report regarding compliance with this Agreement. The annual financial statements and tax information below shall, at the option of the Limited Partners, be audited/reviewed by an independent third party at the expense of the Partnership.

Tax Information

16.6 Within one hundred and twenty (120) days of the end of each fiscal year, the General Partner shall forward to each Limited Partner information as to the Taxable Income or Tax Loss and credit and charges to Capital allocated to such Limited Partner and such other information as is necessary to enable such Limited Partner to file tax returns in respect of such Limited Partner's income from the Partnership for each fiscal year.

Allocations

16.7 The General Partner shall determine and allocate the Net Income, Net Loss, Taxable Income and Tax Loss for any fiscal year as at the end of such fiscal year. If at any time during the fiscal year of the Partnership, a Limited Partner shall assign or transfer its Units in the Partnership, the General Partner shall compute the Net Income, Net Loss, Taxable Income and Tax Loss or other distributions for the purposes of allocating Net Income, Net Loss, Taxable Income and Tax Loss or other distributions in respect of such fiscal year to the Limited Partners based on a notional closing of the books on such date such Limited Partner ceased to be Limited Partner and the Limited Partner who ceased to hold Units shall be allocated Net Income, Net Loss, Taxable Income, Tax Loss or other distribution of the Partnership only for the portion of such fiscal year ending on such notional closing of the books. All income allocated to the Limited Partner will be added to the capital account maintained for the Limited Partner and any losses allocated to the Limited Partner or any amounts distributed to the Limited Partner will be deducted from such capital account.

16.8 Net Income, Net Loss, Tax Loss and Taxable Income shall be allocated to the account of the Limited Partner that received distributions set out in Subsections 16.9(g) and 16.9(h), then shall be divided in equal amounts per total Units issued and thereafter allocated amongst the Partners' accounts in accordance with the number of Units held by each.

Distribution

16.9 Subject to Section 16.10, all monies received by the General Partner on account of the Partnership Business shall be applied and disbursed in the following priority:

(a) in payment of expenses and current liabilities, including payment of debt obligations incurred by the Partnership other than to the Partners;

(b) in payment of the annual property taxes on the Land;

(c) such amounts as are determined by the General Partner to be held in reserve in order to meet the budget requirements as may from time to time be determined;

(d) to reimburse those Partners who made Additional Contributions pursuant to Section 17.1 until such Additional Contributions have been repaid;

(e) to reimburse the Partners for their Initial Contributions and in proportion to each Partner's Proportionate Share in the Partnership;

(f) on an annual basis, the General Partner will distribute an amount to each Limited Partner to cover of each Limited Partner's respective tax on the income allocation, such amounts to be determined and agreed to by the Limited Partners;

(g) available profit will be distributed to 726 exclusively, until such time as 726 has received an aggregate sum of $20,000,000.00;

(h) following the payment of available cash set out in section 16.9(f) above, profits will be distributed to CNG exclusively until such time as CNG has received an aggregate sum of $8,000,000.00; and

(i) Following the profit payments set out in Subsections 16.9(f) and 16.9(g) above, the profits will be shared between the Limited Partners equally.

16.10 For certainty, subject to the payment of operating expenses and retention of adequate working capital, all distributions shall be made in accordance with Section 16.9 above and if the Partnership enters into an equipment lease or a land lease (a "Qualified Lease"), any distributions made pursuant to Section16.9(i) shall be subject to a requirement of prior unanimous approval for distribution thereof by the General Partner, at such time or times as any Qualified Lease is in effect. If there are no longer any Qualified Lease in effect, subject to the payment of operating expenses and retention of adequate working capital, all distributions shall be mandatory and shall be made in accordance with Section 16.9 above and shall not be subject to a requirement of prior unanimous approval for distribution thereof by the General Partner. In the event the Limited Partners determine in their sole discretion that distributions should be delayed, modified or cancelled for any period of time, any Limited Partner may give notice to all of the other Limited Partners and the General Partner requesting a meeting of the Limited Partners or such determination may be made by written resolution of the Limited Partners. For distributions to be delayed, modified or cancelled for any period of time, approval by the Limited Partners must be unanimous.

16.11 Notwithstanding anything else contained in this Agreement, a Limited Partner will have the right, in lieu of receiving the distributions described above at the times indicated above, to require the Partnership to loan to such Limited Partner those amounts which would otherwise have been distributed to it at such times, and to have the distributions described above made to it on the first business day after the end of the fiscal year in which such distributions would otherwise have been made or on such earlier date (following the times indicated above) as such Limited Partner designates in its sole discretion. The loans made to a Limited Partner in a fiscal year will not bear interest and will be due and payable in full on the first business day after the end of the fiscal year in which such loans are made. With respect to amounts distributed to a Limited Partner at any time after the making of a loan to such Limited Partner pursuant to this Section 16.11, such Limited Partner and the Partnership shall be deemed (subject to Section 16.11 or unless the Limited Partner exercises its right to have such amounts also loaned to it), to have irrevocably directed and agreed that the amount of any such distribution payable first be applied to repay loans previously advanced, by way of set-off.

16.12 Notwithstanding Section 16.11, provided that all Limited Partners provide unanimous written consent, upon request of a Limited Partner, the distributions which otherwise would have been made on the first business day after the end of the fiscal year (or such earlier time as designated by a Limited Partner) in accordance with Section 16.11 shall be made at such later date as the requesting Limited Partner shall designate (the "Later Distribution Date"). For greater certainty, if a Later Distribution Date is designated in accordance with this Section 16.12, the provisions set forth in Section 16.11 shall apply, *mutatis mutantis*, as if (a) the reference to "first business day after the end of the fiscal year in which such distributions would otherwise have been made or on such earlier date (following the times indicated above) as such Limited Partner designates in its sole discretion" shall be read as "the Later Distribution Date", and (b) the reference to "due and payable in full on the first business day after the end of the fiscal year in which such loans are made" shall be read as "due and payable in full on the Later Distribution Date".

16.13 The General Partner shall, within one hundred and twenty (120) days of the end of each fiscal year, distribute to the Partners, in the proportion stipulated in Subsection 16.9, any surplus cash in the Partnership to the extent that such funds are not required for the Partnership Business as determined in the sole discretion of the General Partner.

16.14 If, as determined by the General Partner, any Partner has received a distribution which exceeds such Partner's entitlement at any time, such Partner shall forthwith repay to the Partnership the amount of such excess upon receiving notice from the General Partner requiring payment. Commencing two (2) business days after receipt of notice and until paid, such amount shall bear interest at the Prime Rate plus five (5%) percent per annum compounded monthly from the date or receipt of the notice. The General Partner may deduct such amount together with accumulated interest from any subsequent distribution to such Partner.

16.15 Without limiting the generality of the foregoing; and in addition to distributions arising from profits earned by the Partnership in the ordinary course of its business, distributions may in appropriate circumstances include net insurance proceeds, proceeds from financings and refinancings, sales of any interests or part interests in the assets of the Partnership and similar income or capital items.

16.16 No Partner shall have any right to withdraw or make a demand for withdrawal of any amount or receive any distribution from the Partnership except as expressly provided for in this Agreement and unless such withdrawal satisfies the requirements of the Act.

16.17 Any loans made by Partners to the Partnership, together with all accrued interest thereon, shall be repaid to the Partners in proportion to the amount of loan and accrued interest outstanding to each of such respective Partners from time to time.

Investments of Funds

16.18 Between distributions to the Partners, the General Partner will invest any funds not immediately required for the operations of the Partnership in securities of, or guaranteed by, the Government of Canada or the Government of any Canadian province, or certificates of deposit or interest bearing accounts of Canadian chartered banks or trust companies or in prime commercial paper.

Negative Balance

16.19 The interest of a Partner in the Partnership will not terminate by reason of a debit balance in the Partner's account.

ARTICLE 17
FINANCING

Additional Contributions

17.1 In the event that the Partnership requires funds, as determined by the General Partner, the General Partner may request that the Limited Partners make further cash contributions to the Partnership ("Additional Contributions"); provided, however the Limited Partners will not be issued any additional Units in connection with such Additional Contributions. The Limited Partners have no obligation to make Additional Contributions, unless approved by an Extraordinary Resolution. The Partners agree that future assets will be financed through the Partnership unless otherwise agreed upon, with such assets to be owned by the Partnership. Notwithstanding the foregoing, in the event that any Limited Partner contributes Additional Contributions, unequally, the unequal contribution will bear a rate of return equal to 1.0% per month, payable by the non-contributing Limited Partner to the Limited Partners who made the Additional Contribution on terms to be determined by the Limited Partners.

Borrowing

17.2 The General Partner may determine that the Partnership requires funds from time to time, and, subject to prior approval by an Extraordinary Resolution, may in such circumstances borrow funds from any Person, including one or more of the Limited Partners, and may mortgage, pledge, hypothecate or otherwise charge on the assets of the Partnership as security for such borrowing.

ARTICLE 18
LIMITED PARTNERS

Representations and Warranties

18.1 Each Limited Partner represents and warrants that:

(a) it has the capacity to enter into this Agreement;

(b) it is and shall continue to be a Qualified Person; and

(c) it shall not assign or transfer a Unit except in accordance with this Agreement.

Each Limited Partner shall, at the request of the General Partner, provide such evidence of the status of such Limited Partner as the General Partner shall require.

Restrictions

18.2 No Limited Partner, in its capacity as a Limited Partner, shall:

(a) take part in the control or management of the Partnership Business;

(b) have the right to sign for or bind the Partnership;

(c) shall allow or cause to occur a change of control of such Limited Partner; or

(d) maintain any action for partition or sale with respect to interests of the Partnership in real or personal property, whether corporeal or incorporeal.

Bankruptcy

18.3 The Partnership shall not be dissolved by or upon the resignation, insolvency, bankruptcy, receivership, dissolution, liquidation or winding up of any Limited Partner, and the legal representative of the Limited Partner shall be entitled to and will assume all the rights and liabilities of the Limited Partner in respect of the Partnership.

ARTICLE 19
ASSIGNMENT OF UNITS

19.1 This Article 19 does not apply where a Limited Partner transfers Units to an affiliate, subsidiary or other related organization pursuant to an internal reorganization, and in such case a Limited Partner shall give notice within a reasonable time of such reorganization to the General Partner and comply with Section 19.9 below, but does not need the consent of the General Partner or any other party.

19.2 Buy/Sell Right

(a) In the event of a Disagreement, any Limited Partner (an "Offering Partner") shall have the irrevocable right and option (the "Buy Option") to offer to purchase (the "Offer") from one or more Limited Partners (the "Selling Partner" or "Selling Partners") all but not less than all of the Selling Partner's Interest so held by it or them (the "Buy Interest") and the Selling Partner shall be required to transfer to the Offering Partner all of the Buy Interest at a total purchase price set forth in the Offer, which price shall set forth specifically the price per Unit (the "Unit Price"). The Offer must be delivered in writing to the Selling Partner, and, in the event the Selling Partner chooses to accept the Offer, the closing of the sale and purchase pursuant to the Offer or Selling Partner shall occur within 30 days of the date of acceptance of the Offer.

(b) If the Selling Partner or Selling Partners, as the case may be, rejects the Offer, then the Selling Partner or Selling Partners, as the case may be, shall be obliged to purchase and the Offering Partner shall be obliged to sell the Offering Partner's Interest at the Unit Price. The closing of the purchase of the Offering Partner's Interest shall occur within thirty (30) days of rejecting the Offer set out in Section 19.2(a).

(c) In the event that the Selling Partner or Selling Partners do not respond to the Offer, set out in Section 19.2(a), the Selling Partner or Selling Partners shall be deemed to accept the Offer.

Offer to Other Limited Partners

19.3 Except in cases described in Section 19.1 above, a Limited Partner who wishes to transfer such Units (the "Transferor") to a third party transferee shall first give to every other Limited Partner (the "Other Limited Partners") and the General Partner a written notice of such proposal (the "Transfer Notice"). The Transfer Notice shall specify the number of Units proposed to be transferred (the "Subject Units"), the purchase price per Subject Unit, the terms of payment therefor and the identity of the proposed transferee(s). The Transfer Notice shall be irrevocable and shall constitute an offer (the "Offer") by the Transferor to sell the Subject Units to the Other Limited Partners at the price per Unit and upon the terms specified therein

19.4 For the purposes hereof the Offer shall:

(a) include an obligation on the part of the Transferor to transfer and convey the Subject Units free and clear of all encumbrances; and

(b) not provide for any exchange of property, other non-cash consideration or other similar terms which would discriminate unfairly against the Other Limited Partners, provided however that the inability of any of the Other Limited Partners to finance the purchase shall not be considered as a circumstance which discriminates unfairly against the Other Limited Partners.

19.5 Each of the Other Limited Partners wishing to purchase all or any of the Subject Units on the terms specified in the Transfer Notice shall so notify the General Partner within a period of thirty (30) days (the "Period") from the receipt of the Transfer Notice, and by such notice (the "Acceptance") shall specify the number of the Subject Units that such Other Limited Partner wishes to purchase

19.6 If within the Period the General Partner has received Acceptances for all of the Subject Units, the Other Limited Partners who have so notified the General Partner in accordance with Section 19.4 above shall purchase the number of Subject Units specified in each Other Limited Partners respective Acceptance. If two or more of such Other Limited Partners have, in the aggregate, specified in their respective Acceptances a greater number of the Subject Units than are specified in the Transfer Notice, such Other Limited Partners shall purchase the Subject Units in proportion to their holdings of all Units; provided that if any Other Limited Partner's pro rata purchase of the Subject Units will exceed the number specified in such Other Limited Partner's Acceptance, the excess shall be purchased pro rata by the Other Limited Partner whose pro rata purchase of the Subject Units will not exceed the number specified in their respective Acceptance.

19.7 Subject to Section 19.7 below, the delivery of an Acceptance by a Limited Partner to the General Partner shall give rise to a binding agreement of purchase and sale, between the Transferor and the Limited Partner who has delivered the Acceptance as aforesaid, to purchase and sell that number of the Subject Units as are to be purchased by such Limited Partner by virtue of the operation of 19.5 above, at the price and upon the terms specified in the Transfer Notice;

19.8 If, within the Period, the General Partner has not received Acceptances for all of the Subject Units specified in the Transfer Notice, the Transferor may, at any time after a period of ninety (90) days from the date the Limited Partner received the Transfer Notice, transfer all, but not less than all, of the Subject Units to the proposed transferees specified in the Transfer Notice. The Transferor shall furnish the General Partner with evidence that the purchase of the Subject Units, as aforesaid, has been made at such price and upon such terms as stated in the Transfer Notice and shall provide the General Partner with all other completed forms as required by this Agreement, failing which the General Partner shall refuse to record the transfer of the Subject Units.

19.9 Any notice required or permitted to be given pursuant to Article 19 shall be given in accordance with the provisions for notice contained in this Agreement.

19.10 A Unit may only be assigned by a Limited Partner or its agent duly authorized in writing to a Person who:

(a) has signed and delivered to the General Partner a declaration in acceptable form that such Person is a Qualified Person;

(b) has completed, executed and delivered to the General Partner an assignment in the form attached hereto as Schedule "D"; and

(c) has agreed in writing to be bound by the provisions of this Agreement and to assume the obligations of the assigning Limited Partner under this Agreement;

(d) provided that the assignee will not become a Substituted Limited Partner until entered as such by the General Partner in the Register and until the General Partner has amended the Certificate. Where the assignee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall be authorized to admit the assignee as a Limited Partner and the Partners hereof hereby consent to the admission of, and will admit, the assignee, to the Partnership as a Limited Partner, without requiring any further act of the Partners. The General Partner will record the assignment and will amend the Certificate by showing the name of the assignee as a Substituted Limited Partner and make any and all necessary filings.

19.11 If any assignor of a Unit is a firm or a corporation, or purports to assign such Units in any representative capacity, or if an assignment results from the death, mental incapacity or bankruptcy of a Limited Partner or is otherwise involuntary, the assignor or his legal representative shall furnish to the General Partner such documents, certificates, assurances, court orders and other materials as the General Partner may reasonably require to cause such assignment to be effective.

19.12 A Substituted Limited Partner, upon registration of the notice to amend the Certificate in respect of it being substituted as a Limited Partner, shall become a Limited Partner and shall have all of the rights and liabilities of the assigned Unit or Units acquired by it (including without limitation the right to assign its interest in the Partnership in accordance herewith) and the assignor of such Unit or Units shall thereupon cease to be a Limited Partner; provided however, the assignor shall remain liable for any and all matters arising while it was a Limited Partner.

ARTICLE 20
DISSOLUTION

20.1 Except in cases where a Limited Partner wishes to transfer its Units in accordance with Article 19, which supersedes the provisions hereof, either CNG or 726 may, at any time, send notice to the other that it desires to terminate the Partnership in accordance with Article 22 (the "Dissolution Notice"). In the event that the Dissolution Notice is given by either party to the other, the following provisions govern:

(a) any assets that a Limited Partner or its affiliates or subsidiaries has leased to the partnership shall remain the property of that Limited Partner or any of its affiliates or subsidiaries, and if applicable, shall be removed pursuant to the terms of the applicable lease agreement; and

(b) any assets that a Limited Partner or its affiliates or subsidiaries has contributed to the Partnership shall be distributed to that Limited Partner or its affiliates or subsidiaries, and that Limited Partner shall give 90 days' notice before removal of such assets.

ARTICLE 21
PARTNERSHIP MEETINGS

Annual Meeting

21.1 The General Partner shall call an annual meeting of the Partners within one hundred and twenty (120) days of the end of each fiscal year to review the Partnership Business.

Other Meetings

21.2 The General Partner may at any time, and shall upon receipt of a written request from Limited Partners representing twenty five (25%) percent of the outstanding Units, call a meeting. If the General Partner fails or neglects to call such a meeting within fifteen (15) days after receipt of such written request, or if the General Partner becomes bankrupt or a receiver takes control of its assets, any Limited Partner may call the meeting. Meetings of Limited Partners are to be held at such place in Alberta as the General Partner may designate or, in the event of a requisitioned meeting, at such place in Alberta as the Limited Partners requisitioning the meeting may designate.

Notice

21.3 Notice of any Partners' meeting shall be given to each Limited Partner, to the General Partner, and, in the discretion of the General Partner, to the Accountant. The notice shall be mailed by prepaid post at least fourteen (14) days and not more than thirty (30) days prior to the meeting and shall specify the time and place of the meeting and the nature of all business to be transacted. Notice for adjourned meetings shall be given not less than ten (10) days in advance and otherwise in accordance with the provisions for notice contained in this Section, except that it need not specify the nature of the business to be transacted. Accidental failure to give notice to a Partner shall not invalidate a meeting or proceeding thereat.

Chairperson

21.4 The chairperson of all meetings will be chosen by the General Partner unless those Limited Partners present in person or represented by proxy at the meeting choose, by Ordinary Resolution, some other person present to be chairperson.

Quorum

21.5 A quorum at any meeting of the Partners shall consist of one or more Partners present in person or by proxy and representing at least fifty one (51%) percent of the Units. If such quorum is not present within one hour after the time fixed for the holding of such meeting, the meeting shall be adjourned to be held not earlier than two (2) days and later than fourteen (14) days thereafter, at which adjourned meeting one or more Partners present in person or by proxy shall constitute a quorum. Any business may be transacted at the adjourned meeting which might properly have been transacted at the original meeting.

Voting

21.6 Except as otherwise provided herein, every question which may be put at any meeting of Limited Partners shall be decided by Ordinary Resolution. The General Partner shall not be entitled to vote at a meeting of the Limited Partners nor be included as part of quorum. Notwithstanding the foregoing, CNG acknowledges that it is in 726's sole discretion to terminate the Operating Agreement pursuant to Section 8.2(c) thereof and the Services Agreement pursuant to Section 7(a)(iii) thereof and that the termination of either the Operating Agreement or the Services Agreement will not be subject to a vote of the Partnership.

21.7 The Limited Partners shall by Extraordinary Resolution:

(a) determine any change in the fiscal year end of the Partnership;

(b) approve settlement of a legal action involving the Partnership;

(c) approve the continuation of a General Partner in the position of General Partner notwithstanding the occurrence of an event giving rise to a deemed resignation of such General Partner;

(d) appoint a new General Partner in anticipation of the deemed resignation of any General Partner or any successor General Partner;

(e) approve distribution of the assets of the Partnership in kind or specie upon the winding up of the Partnership; and

(f) approve the issuance of new units in the Partnership.

21.8 At all meetings of Partners, each Limited Partner shall be entitled to one vote for each Unit held. Every question submitted to a meeting, except questions requiring an Extraordinary Resolution, shall be decided by a show of hands unless a poll is demanded, in which case a poll shall be taken. A poll shall be taken on every matter requiring an Extraordinary Resolution. Any meeting of the Partners on a matter voted upon:

(a) for which no poll is required or requested, a declaration made by the chairperson of the meeting as to the voting on any particular resolution shall be conclusive evidence thereof; or

(b) for which a poll is required or requested, the result of the poll shall be deemed to be the decision of the meeting on the question or resolution in respect of which the poll was taken.

21.9 At any meeting of Partners, any Limited Partner entitled to vote may vote by proxy in a form reasonably acceptable to the General Partner, provided the proxy shall have been received by the General Partner for verification prior to the meeting.

21.10 A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incapacity, insolvency, bankruptcy or insanity of the Limited Partner giving the proxy or the revocation of proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, insanity or revocation shall have been received at the place of meeting prior to the time fixed for the holding of the meeting.

<u>Joint Unit Holders</u>

21.11 If two or more persons hold a Limited Unit or Units, any one of them present in person or by their representative at any meeting of Limited Partners, in the absence of the other or others, may vote the Unit or Units; provided however that if two or more of those persons are present in person or by their representative, as aforesaid, and vote, they shall vote as one for the Unit or Units held by them, failing which their vote or votes shall not be counted.

Role of General Partner at Meetings

21.12 The General Partner may attend and take part in the discussions and proceedings at any meeting of Limited Partners but shall have no vote in its capacity as General Partner.

Telephone Participation

21.13 Limited Partners or their representatives may participate in any meeting of Limited Partners by means of telephone or communication facilities that permit all persons participating in the meeting to hear each other, and a Limited Partner or its representative participating in a meeting by such means shall be deemed for all purposes to be present at the meeting.

Adjournment

21.14 The Chairman of the meeting may, with the consent of the meeting, adjourn any meeting of Limited Partners from time to time to a fixed time and place and if the meeting is adjourned for less than thirty (30) days, no notice of the time and place for the holding of the adjourned meeting need be given to any Limited Partner, other than by announcement at the earliest meeting that is adjourned. If a meeting of Limited Partners is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as it is for an original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present. The Limited Partners or their representatives who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which may have been brought before or dealt with at the original meeting.

Minutes

21.15 Minutes of the proceedings of every meeting of Partners shall be made and recorded by the General Partner. Minutes, when signed by the chairperson of the meeting, shall be prima facie evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made shall be taken to have been duly held and convened and all proceedings referred to in the minutes shall be deemed to have been duly passed.

Effect of Resolutions

21.16 Any Extraordinary Resolution or Ordinary Resolution shall be binding on all Partners and their respective heirs, executors, administrators or other legal representatives, successors and assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution.

Rules

21.17 To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, such rules and procedures shall be determined by the chairperson of the meeting.

ARTICLE 22
DISSOLUTION AND LIQUIDATION

22.1 The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) the bankruptcy, dissolution or winding up (except dissolution as a consequence of merger, amalgamation, consolidation or other corporate reorganization of the General Partner) or the occurrence of any other event which would permit a trustee or receiver to acquire control of the General Partner's affairs during the term hereof, unless such General Partner is replaced as provided hereunder;

(b) where the Partnership is not engaged in any projects or contracts, and has no reasonable prospect of any project or contracts;

(c) the passing of an Extraordinary Resolution approving the dissolution of the Partnership; or

(d) the expiry of the term provided in Article 5.

22.2 The Partnership shall not be dissolved or terminated by the admission of any new General Partner or Limited Partner, by the reorganization of any Partner for tax planning purposes, or by the withdrawal, removal, death, insolvency, bankruptcy or other disability of any Limited Partner or upon the transfer of any Unit.

22.3 On dissolution of the Partnership the General Partner shall act as the receiver (the "Receiver") of the Partnership. If the General Partner is unable or unwilling to act as Receiver, the Limited Partners shall, by Ordinary Resolution, appoint some other appropriate person to act as Receiver. The Receiver shall proceed diligently to wind up the affairs of the Partnership and to distribute the net proceeds from the sale of the Partnership assets, subject to the provisions of Subsection 20.1. During the course of such liquidation the Receiver shall operate the Partnership Business and in doing so shall be vested with all the powers and authority of the General Partner in relation to the Partnership under the terms of this Agreement. The Receiver shall be paid its reasonable fees and disbursements incurred in carrying out its duties as such.

22.4 The Receiver shall distribute the net proceeds from the sale of the Partnership assets as follows:

(a) first, to pay the expenses of liquidation and the creditors of the Partnership;

(b) secondly, to provide such reserves as the Receiver considers necessary for any contingent liability of the Partnership;

(c) thirdly, to the Limited Partners, to the extent of the amount of their respective Capital; and

(d) fourthly, to the Limited Partners, to the extent of the distributions set out in Subsections 16.9(g) and 16.9(h) have not been satisfied;

(e) fifthly, to the Limited Partners, the balance thereof, pro rata in accordance with the number of respective Units held.

22.5 General Partner shall allocate Net Income, Net Loss, Tax Loss and Taxable Income to the account of the Limited Partners that received distributions set out in Subsections 16.9(g) and 16.9(h), and 20.1, then shall be divided in equal amounts per total Units issued and thereafter allocated amongst the Partners' accounts in accordance with the number of Units held by each.

ARTICLE 23
AMENDMENT

23.1 This Agreement may be amended only with the consent of the Limited Partners given by an Extraordinary Resolution, provided that (i) this Section may not be amended without the unanimous consent of the Limited Partners and (ii) no amendments shall be made to this Agreement which would have the effect of reducing the interest in the Partnership of the Limited Partners, changing the liability of any Limited Partner, allowing any Limited Partner to exercise control of the business of the Partnership, changing the right of a Limited Partner to vote at any meeting or changing the Partnership from a limited partnership to a general partnership.

23.2 The General Partner may, without prior notice to or consent from any Limited Partner, amend from time to time any provision of this Agreement, if such amendment is to cure an ambiguity or to correct or supplement any other provision contained herein and the cure, correction or supplemental provision does not and will not adversely affect the interest of the Limited Partners.

23.3 Limited Partners will be notified of full details of any amendment to this Agreement within thirty (30) days of the effective date of the amendment.

ARTICLE 24
ARBITRATION

24.1 In the event that any the disagreement arises between any of the parties hereto with reference to this Agreement or any matter arising hereunder and upon which the parties cannot agree (other than a matter governed by the provisions of Article 24 hereof), then every such disagreement shall be referred to arbitration pursuant to the provisions of the *Arbitration Act* (Alberta) and in accordance with the provisions of this Article 24.

24.2 Any dispute not resolved by the parties within thirty (30) days of reference to the other may be referred to arbitration by any party at any time thereafter. Disputes referred to arbitration will be governed by the following:

(a) the party desiring arbitration will notify the other parties of such desire and the parties will attempt to agree, within five (5) business days, on a single arbitrator who will be named to resolve the dispute. If the parties are unable to agree, if there are only two parties involved in the dispute, each of those parties shall chose an arbitrator and the two (2) arbitrators shall jointly chose a third arbitrator within five (5) business days of their appointment;

(b) the arbitration will take place in Edmonton, Alberta;

(c) the decision of the arbitrator(s) will be final and binding on the parties to the arbitration and no appeal will be taken from any determination unless the determination contains an error of law, which results in a determination which is patently unreasonable;

(d) each of the parties will co-operate with the arbitrator(s) and, subject to the doctrine of privilege, will provide the arbitrator(s) with all information in its possession or under its control necessary or relevant to the matter being determined. The parties will use their reasonable best efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable;

(e) the arbitrator(s) will be required to make an award as soon as possible, and if at all practicable, within ten (10) business days after the conclusion of the arbitration hearing. The arbitrator(s) may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable, and has the right to grant permanent and interim relief or injunctive relief or other forms of equitable relief, and will have the discretion to award costs including reasonable legal fees, interest and costs of the arbitration;

(f) except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, will govern any arbitration conducted under this section; and

(g) judgment upon an award, including any interim award, rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

24.3 Except where clearly prevented by the nature of the matter in dispute, the affected parties agree to continue performing their respective obligations under the Agreement applicable while the dispute is being resolved or arbitrated unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement.

24.4 Nothing in the dispute resolution process will prevent an affected party from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same Court in which a suit against the party is brought by any third person.

24.5 The parties hereto covenant that they will not apply nor will they have any right to apply by any means to any court to challenge any decision of the arbitrator on a matter properly before the arbitrator.

ARTICLE 25
GENERAL

Notice

25.1 Any notice, direction or request required or permitted to be given hereunder shall be in writing and shall be given by personal service, facsimile, or by registered letter, with postage fully prepaid:

(a) to the General Partner at 14238 - 134 Avenue, Edmonton, Alberta, T5L 5V8 with a copy to each Limited Partner;

(b) to a Limited Partner, at the address of such Limited Partner as it appears on the Register.

Any notice, direction or request delivered personally or by facsimile shall be deemed to be received by and given to the addressee on the day of delivery. Any notice, direction or request mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing except in the event of a disruption of postal service, in which event notice shall be delivered personally or given by facsimile.

Time of Essence

25.2 Time is of the essence of this Agreement.

Counterpart

25.3 This Agreement may be executed in any number of facsimile or original counterparts with the same effect as if the parties hereto had all signed the document. This Agreement may also be adopted in any subscription form or similar instrument signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts of this Agreement shall constitute one instrument.

Severability

25.4 Each provision of this Agreement shall be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Headings, Etc.

25.5 The headings and article and paragraph numbers used throughout this Agreement have been inserted for convenience of reference only and shall in no way affect, define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

Gender

25.6 All words used herein in the masculine or neuter gender shall be deemed to include the female gender, corporations and partnership, and the singular number shall include the plural number, as the case may be, whenever the context so requires.

Laws of Alberta

25.7 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

Further Assurances

25.8 The parties agree to execute and deliver such further documents and do such things as may be necessary in order to give full effect to this Agreement.

Successors and Assigns

25.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, those who have properly executed subscriptions and their respective heirs, executors, administrators and their permitted successors and assigns.

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IN WITNESS WHEREOF this Agreement is executed as of the date first above written.

BONNYVILLE LODGE GP LTD.
(General Partner)

Per: ______________________________
Paul William McCracken

CANADA NORTH GROUP LP HOLDINGS LTD.
(Limited Partner)

Per: ______________________________
Paul William McCracken

726 REMOTE ACCOMMODATIONS, LTD.
(Limited Partner)

Per: ______________________________
Barry Roman

IN WITNESS WHEREOF this Agreement is executed as of the date first above written.

BONNYVILLE LODGE GP LTD.
(General Partner)

Per: ______________________________
Paul William McCracken

CANADA NORTH GROUP LP HOLDINGS LTD.
(Limited Partner)

Per: ______________________________
Paul William McCracken

726 REMOTE ACCOMMODATIONS LTD.
(Limited Partner)

Per: Barry Roman
Barry Roman

SCHEDULE "A"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

INITIAL CONTRIBUTIONS

	UNDIVIDED % OF PARTNERSHIP BUSINESS	VALUE OF INITIAL CONTRIBUTION
Bonnyville Lodge GP Ltd. (General Partner)	1%	$1.00
Canada North Group LP Holdings Ltd. (Limited Partner)	49.6%	$49.60
726 Remote Accommodations, Ltd. (Limited Partner)	49.4%	$49.40

SCHEDULE "B"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

FORM OF UNIT CERTIFICATE

CERTIFICATE	HOLDER	UNITS

This certifies that ____________________ is the registered owner of __________ Units (the "Units") of the Bonnyville Lodge LP.

The Units represented by this certificate are subject to the provisions of the Bonnyville Lodge Limited Partnership Agreement dated as of __________, 2014 (the "Limited Partnership Agreement").

The Units represented by this certificate are only transferable in accordance with the provisions of the Limited Partnership Agreement.

Dated the _____ day of _______________, 2014.

The General Partner:

BONNYVILLE LODGE GP LTD.

Per: ___________________________________

Per: ___________________________________

SCHEDULE "C"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

SUBSCRIPTION FORM AND IRREVOCABLE POWER OF ATTORNEY

TO: BONNYVILLE LODGE GP LTD. (General Partner)
(14238 – 134 Avenue, Edmonton, Alberta, T5L 5V8)

The undersigned hereby subscribes for • Unit (the "Unit") ($ • in value for each Unit) in the BONNYVILLE LODGE LP (the "Limited Partnership") as described in that Limited Partnership Agreement, a copy of which has been delivered to me. A transfer of all of the undersigned's beneficial interest in the Partnership Assets or a cheque in the relevant amount, representing payment in full for the Units hereby subscribed for, and this subscription form are hereby delivered in accordance with the provisions of the said Limited Partnership Agreement. The undersigned acknowledges that participation in the Limited Partnership is subject to the acceptance of this subscription by the General Partner and to other conditions as set forth in the said Limited Partnership Agreement.

The acceptance of this subscription shall be effective upon delivery of confirmation thereof to the undersigned.

IN WITNESS WHEREOF the signature of the undersigned is affixed and witnessed at ______________, Alberta, as of the _____ day of _______________, 2014.

____
(the "Undersigned")

Address:

____

____

____

SCHEDULE "D"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

ASSIGNMENT

TO: BONNYVILLE LODGE GP LTD. (General Partner)
(14238 – 134 Avenue, Edmonton, AB, T5L 5V8)

The undersigned (the "assignor"), a limited partner of BONNYVILLE LODGE LP (the "Partnership"), hereby assigns to ___________________ (the "Assignee") all of the Assignor's right, title and interest in and to __________ Units in the Partnership. The assignor agrees to furnish to the general partner of the Partnership (the "General Partner") such documentation as the General Partner may require to effect this assignment. The assignor agrees that the power of attorney previously granted by the Assignor to the General Partner shall continue in full force and effect until all instruments required to effect this assignment and to continue and keep in good standing the Partnership as a limited partnership have been furnished to the General Partner and have been recorded or filed as and where required.

DATED this ___ day of ______________, 2014.

____
Signature of assignor

____
Name of assignor

____
Signature of assignee

____
Address of assignee

The assignee accepts the above assignment and agrees to be bound by the limited partnership agreement dated ______________, 2014, (the "Partnership Agreement") and entered into between • and the Limited Partners.

The assignee represents and declares that he:

(a) is a "Qualified Person" as defined in the Partnership Agreement;

(b) has the capacity and competence to enter into and be bound by the Partnership Agreement; and

(c) is acquiring the Units for the purpose of earning income from a business within the meaning of the *Income Tax Act* (Canada).

The assignee hereby irrevocably nominates, constitutes and appoints the General Partner with full power of substitution, as his agent and true and lawful attorney to act on behalf of the assignee with full power and authority in his name, place and stead to execute and record or file as and where required:

(d) the Partnership Agreement, all declarations and certificates and amendments thereto, and other instruments necessary to qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership may conduct business;

(e) all instruments and certificates necessary to reflect any amendment to the Partnership Agreement;

(f) all conveyances and other instruments necessary to reflect the dissolution and termination of the Partnership, including cancellation of any certificate;

(g) any document or instrument required in connection with the transfer of the Units acquired by the above-named assignee;

(h) any instrument required by any governmental body in connection with the business of the Partnership; and

(i) any instrument required in connection with any election that may be made under the *Income Tax Act* (Canada) or any analogous fiscal legislation.

The foregoing power of attorney is irrevocable and is a power coupled with an interest and shall survive the death or disability of the above mentioned assignee and shall extend to the heirs, executors, administrators and assigns of the undersigned. The assignee agrees to be bound by any representation or action of the General Partner pursuant to this power of attorney and hereby waives all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under this power of attorney.

____
Signature of Assignee

SCHEDULE "E"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

SERVICES AGREEMENT

(See attached)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of December __, 2014, by and between BONNYVILLE LODGE LP , an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), CANADA NORTH CAMPS, INC. , an Alberta company with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"), and 726 REMOTE ACCOMMODATIONS, LTD., a British Columbia company with a primary mailing address at 2900 South Quincy Street, Suite 300A, Arlington, BA 22206 ("726"). Owner, CNC, and 726 will be referred to collectively as the "Parties" and individually as a "Party"; however, 726 is only a Party for the purposes of Section 7(a)(iii) hereof.

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on December ____________, 2014 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term") but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to

Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable

time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter. While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without

prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has

in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; or in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

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(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) 726 may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination 726 may not enter into, or make arrangements for the Partnership to enter into, a new agreement for the provision of services equivalent to the Camp Services with its parent, Reliant Asset Management, LLC or 726 (collectively "RAM"), or with an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Bonnyville Lodge LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Canada North Camps, Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: Mike McInnis

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.

Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by all Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________
Name: Paul McCracken
Title: President

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

By: ______________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(iii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________
Name: Barry Roman
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________
Name: Paul McCracken
Title: President

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

By: ______________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(ii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________
Name: Barry Rowan
Title:

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EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch}, sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

SCHEDULE "F"

BONNYVILLE LODGE LIMITED PARTNERSHIP AGREEMENT

OPERATING AGREEMENT

(See attached)

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of December, 2014 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

- and -

BONNYVILLE LODGE LP.,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

- and -

726 REMOTE ACCOMMODATIONS, LTD.,
a corporation incorporated under the laws of the Province of British Columbia
(hereinafter referred to as "726")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land in the municipality of Bonnyville (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f), and 1.1(h) (collectively, the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) **"Administrative Costs"** means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing

department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.;

(b) **"Agreement"** shall mean this Operating Agreement made between the Parties hereto;

(c) **"Business Day"** shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) **"Business Territory"** means those lands located within the municipality of Bonnyville, in the Province of Alberta;

(e) **"Capital Costs"** means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) **"Job Costs"** means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) **"Job Revenues"** means all revenue generated by the Partnership Business from each Partnership Job;

(h) **"Operating Costs"** means:

(i) All Administrative Costs;

(ii) Management fee payable to CNC, such fee to be agreed upon; and

(iii) All attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a Business manager and a Business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous Business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility.

(i) **"Parties"** means the Operator, the Partnership and 726, and **"Party"** means any one of them; however, 726 is only a Party for the purposes of Section 8.2 hereof; and

(j) **"Partnership Job"** means any contract which the Partnership enters into with a third party for the provision of remote camp catering services;

(k) **"Term"** means the term of this Agreement as set out in Section 8.1 hereof.

1.2 Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right to use and possession of the Partnership Assets shall remain at all times with the Partnership, subject to the provisions of the limited partnership agreement entered into between 726, Bonnyville Lodge GP Ltd., and Canada North Group LP Holdings Ltd., dated as of the ____ day of December, 2014 (the "Limited Partnership Agreement"). As at the Effective Date, the Parties agree and acknowledge that the Partnership Assets are owned by 726 and 726 has agreed to provide equipment to the Partnership for its use and possession pursuant to the provisions of the Limited Partnership Agreement.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and become the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed $100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty-five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged ("Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) Yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator; or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by any Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice (the Initial Term, the Second Term and each annual term thereafter are collectively the "Term"). In no event shall the Term of this Agreement be longer than 20 years.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, this Agreement shall immediately terminate upon the happening of any of the following events:

(a) expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of 726, acting reasonably;

(c) 726 may terminate this Agreement at any time in its sole discretion, acting reasonably, and without penalty if the Operator fails to maintain and operate the Partnership Business in the manner specified in Section 3.2 hereof, but in the event of such termination 726 may not enter into, or make arrangements for the Partnership to enter into a new agreement for the provision of services equivalent to the Operating Services with Reliant Asset Management, LLC or 726 (collectively "RAM") or with an affiliate or subsidiary of RAM, or with anyone with whom RAM does not operate at arm's length;

(d) by mutual consent of the Parties; or

(e) the ownership of the Partnership vests solely with either 726, or the Canada North Group LP Holdings Ltd., in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the

first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

(c) To 726:

2900 South Quincy Street
Suite 300A
Arlington, VA 22206

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases,

such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 Change of Address for Notice

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 Operator Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 Partnership Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary

Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________________
Paul McCracken

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

Per: ______________________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ______________________________
Barry Roman

Exhibit: D-17
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll BN

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of December __, 2014, by and between KILOMETER 147 LP, an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), and HEART LAKE CNC LP, an Alberta partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"). Owner and CNC will be referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on December _____________, 2014 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term or Renewal Term, as applicable; but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter.

While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada); or if CNC fails to provide the Camp Services in the manner specified in Section 1.

(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) the Partnership may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination the Partnership shall be required to use its best efforts to include Heart Lake CNC LP in any new agreement for the provision of the Camp Services;

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this

Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of both Parties, either Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Kilometer 147 LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President of Kilometer 147 GP Ltd.

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Heart Lake CNC LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President of Heart Lake CNC GP Ltd.

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary

Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by both Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

HEART LAKE CNC LP, by its general partner, HEART LAKE CNC GP LTD.

By: ______________________________
Name: Paul McCracken
Title: President

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

By: ______________________________
Name: Paul McCracken
Title: President

EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch}, sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

Exhibit: D-18
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll BMG

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of December __, 2014, by and between BONNYVILLE LODGE LP , an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), CANADA NORTH CAMPS, INC. , an Alberta company with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"), and 726 REMOTE ACCOMMODATIONS, LTD., a British Columbia company with a primary mailing address at 2900 South Quincy Street, Suite 300A, Arlington, BA 22206 ("726"). Owner, CNC, and 726 will be referred to collectively as the "Parties" and individually as a "Party"; however, 726 is only a Party for the purposes of Section 7(a)(iii) hereof.

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on December _____________, 2014 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term") but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to

Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable

time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter. While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without

prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has

in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; or in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

Formatted: English (U.S.)

(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) 726 may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination 726 may not enter into, or make arrangements for the Partnership to enter into, a new agreement for the provision of services equivalent to the Camp Services with its parent, Reliant Asset Management, LLC or 726 (collectively "RAM"), or with an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Bonnyville Lodge LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Canada North Camps, Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: Mike McInnis

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.

Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by all Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________________
Name: Paul McCracken
Title: President

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

By: ______________________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(iii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________________
Name: Barry Roman
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________
Name: Paul McCracken
Title: President

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE LP LTD.

By: ______________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(ii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________
Name: Barry Ronald
Title:

EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch), sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

Exhibit: D-19
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of December 29, 2014, by and between WANDERING RIVER LODGE LIMITED PARTNERSHIP, an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), and HEART LAKE CNC LP by its general partner, HEART LAKE CNC GP LTD., an Alberta company with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"). Owner and CNC will be referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on December 29, 2014 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term") but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter.

While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; or in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) Owner may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination Owner may not enter into a new agreement for the provision of services equivalent to the Camp Services with Reliant Asset Management, LLC (collectively "RAM"), or with an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this

Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Wandering River Lodge Limited Partnership
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President of Wandering River Lodge GP Ltd.

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Canada North Camps, Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: Mike McInnis

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary

Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by all Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

HEART LAKE CNC LP by its general partner, HEART LAKE CNC GP LTD.	**WANDERING RIVER LODGE LIMITED PARTNERSHIP, by its general partner, WANDERING RIVER LODGE GP LTD.**
By: ______________________	By: ______________________
Name: Paul McCracken	Name: Paul McCracken
Title: President	Title: President

EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch), sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

Exhibit: D-20
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and effective as of January 23 2015, by and between PEACE RIVER LODGE LP , an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("Owner"), CANADA NORTH CAMPS, INC. , an Alberta company with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8 ("CNC"), and 726 REMOTE ACCOMMODATIONS, LTD., a British Columbia company with a primary mailing address at 2900 South Quincy Street, Suite 300A, Arlington, BA 22206 ("726"). Owner and CNC will be referred to jointly as the "Parties" and individually as a "Party."

WITNESSETH THAT:

1. Scope of Services

Owner desires to engage CNC to provide food and housekeeping services as defined in Exhibit B (the "Camp Services") at various remote workforce camps as set forth in Exhibit B (the "Facilities") on the terms and conditions set forth hereinafter. CNC agrees to carry out all necessary operations with respect to the Camp Services diligently, in a good and workmanlike manner, in compliance with relevant laws and regulations and in a manner consistent with the practices of a provider of services equivalent to the Camp Services in western Canada.

2. Term; Renewals

Subject to the Parties' termination rights in Section 7 of this Agreement, the term of this Agreement will begin on January 23, 2015 (the "Commencement Date"), and will continue for a term of five (5) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of five (5) years each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term or Renewal Term, as applicable; but in no event longer than 20 years.

3. Operational Matters

(a) Owner Obligations. Owner shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Camp Services to be provided by CNC. Owner will provide CNC with the equipment, products, supplies, services and/or utilities as described in Exhibit C ("Owner Obligations").

(b) Procurement and Logistics. Except as otherwise provided in Section 3(a), CNC, as a direct cost of operation, shall procure and purchase all food or housekeeping related products supplies and equipment utilized in the Camp Services under this Agreement ("Supplies"), and CNC shall be responsible for logistics management, including ordering, management of delivery, receiving, inventory, warehousing/storage, handling and usage in connection with providing Camp Services to Owner. On an annual basis, CNC, acting in good faith, will credit local trade discounts to Owner's account using a reasonable estimate, based on volumes. Cash discounts or discounts not exclusively related to CNC's operations at the Owner's Facilities shall not be credited to Owner's account. In the event an affiliated company or division of CNC furnishes products or ancillary services necessary to the efficient operation of Owner's food service program, charges to

Owner for such products or ancillary services shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

(c) Owner's Operational and Financial Information. The Camp Services that CNC has agreed to provide under this Agreement and the corresponding CNC Fee (defined in Exhibit A) were developed based on operational and financial information provided by Owner (including but not limited to labor and supply costs, Owner's employees at the Facilities, and use of the Facilities by Owner, its employees, and its customers). Owner represents and warrants that such information is current, complete, and accurate, and acknowledges that CNC has reasonably relied on it. The Parties anticipate that Owner will continue to provide similar information to CNC from time to time, which Owner represents and warrants will also be current, complete, and accurate, so that CNC may reasonably rely on it in providing the Camp Services. If such information changes or is inaccurate, then the financial terms and other obligations assumed by CNC will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(d) Hazardous Substances; Pre-Existing Conditions; Waste Transport. CNC has no duty to investigate, handle, remediate or remove any hazardous substances, including asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants, and it will not be responsible for any pre-existing conditions, including environmental impairments, existing in or on the Facilities. Prior to the start of the Agreement, Owner will inform CNC of the presence of any hazardous substances or pre-existing conditions at the Facilities and acknowledges that CNC employees will not be required to work in any location where they could be exposed to such hazardous substances or pre-existing conditions unless they are provided with the proper training and protections. For the avoidance of doubt, Owner shall retain responsibility for signing all waste manifests for waste materials generated by and at its locations, and shall contract directly with any waste transportation companies for the off-site transport and disposal of any such waste. CNC will not bring, or allow to be brought in the Facilities any hazardous substances including, but not limited to, asbestos, lead, fuel storage tanks or indoor air pollutants or contaminants without first receiving Owners' permission. CNC employees in contact or handling any of said hazardous materials will be properly trained and knowledgeable in all aspects of handling and usage of said hazardous material. CNC will report to Owner any knowledge of hazardous material being onsite whether as a result of CNC's work or by a third party.

4. Personnel

(a) CNC Operations Team. CNC will provide and pay personnel for the efficient management of the Camp Services (the "CNC Operations Team"), which CNC may adjust from time to time, as appropriate. The CNC Operations Team will be led by at least one manager (the "CNC Manager"), who will coordinate training and management of the service employees in those departments managed by CNC (the "Service Employees"). The CNC Manager will act as CNC's chief representative for CNC's day-to-day performance of the Camp Services, and will interact directly with Owner camp administrator. If a CNC Manager should become unacceptable to Owner's managing member or such managing member's designated representative based upon anticipated performance requirements to be mutually agreed upon in writing by Owner and CNC, then Owner's managing member or designated representative may request his or her removal and CNC will provide a mutually acceptable replacement within a reasonable

time thereafter. If Owners' Customer requests the CNC Manager be removed or should the CNC Manager become unacceptable to Owners' customer(s) for whatever reason then CNC will provide an acceptable replacement within a reasonable time thereafter. While at the Facilities, the CNC Operations Team will be subject to the rules and regulations of Owner and/or its Customer, copies of which will be provided by Owner to CNC reasonably in advance. For the Term of this Agreement, CNC shall ensure that at all times a sufficient number of Service Employees are available to perform the Camp Services. CNC shall, at its own cost, remove any Service Employee upon the request of Owner, in Owner's sole discretion, if such Service Employee fails to perform or breaches any policies of Owner or CNC.

(b) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section, is defined as those persons who performed management, supervisory or professional services for the Facilities, directly or indirectly, at any time during the then previous 12 months. CNC agrees that no Supervisory Employees of Owner will be hired by CNC for the Term of this Agreement and 12 months thereafter. This Section 4(b) does not apply to any Supervisory Employee employed by CNC under this Agreement who were previously employed by Owner. Owner acknowledges that CNC has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to CNC's manner of conducting its business and that CNC makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, Owner agrees that no Supervisory Employees of CNC, its subsidiaries or affiliates, will be hired by Owner for the Term of this Agreement and 12 months thereafter, and that Owner will not permit any Supervisory Employees of CNC, its subsidiaries or affiliates to provide services for the Facilities indirectly (through consulting contracts, or otherwise retain any Supervisory Employees, or otherwise) for the Term of this Agreement and 12 months thereafter; provided that Owner may hire a Supervisory Employee who independently responds to any position posted by Owner. This does not include contracts with third parties or other companies that employ any previously Supervisory Employees of CNC if said employment was not the direct result of actions by Owner. If Owner violates the conditions set forth in this Section 4(b), then CNC shall have the right to apply to a court of competent jurisdiction, for an injunction to restrain Owner from employing the individual(s) and for an order enforcing the terms of the covenant so breached, without the need to post bond, and Owner shall be liable to CNC for all reasonable attorneys' fees, costs and expenses incurred by CNC in enforcing this restrictive covenant. Additionally, Owner agrees that if it violates the conditions set forth in this Section, Owner will pay to CNC, and CNC will accept as liquidated damages and not as a penalty, an amount equal to two times the annual compensation of the Supervisory Employee(s) retained by Owner or allowed to work for the Facilities in violation of this Section. Owner and CNC agree that the foregoing restrictions are reasonably necessary to protect their respective legitimate business interests, and that they are reasonable as to their scope and duration. This Section may only be amended by written agreement of the parties.

(c) Restrictions on Gifts. No director, employee or agent of CNC shall give or receive any commissions, fee, rebate, gift or entertainment of significant cost or value in connection with the work, services or equipment covered by this Services Agreement, or enter into any business arrangement with any director, employee or agent of owner or any affiliate or any customer or client other than as a representative of Owner or its affiliates, without

prior written notification thereof to the Owner. CNC shall promptly notify Owner of any violation of this prohibition and any consideration received as a result of such violation shall be paid over or credited to the Owner.

(d) Equal Opportunity and Affirmative Action Employer. CNC shall not discriminate because of race, color, religion, sex, age, national origin, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its employees. CNC affirms that it is an equal opportunity and affirmative action employer, and shall comply with all applicable federal, provincial and local laws and regulations relating to non-discrimination and affirmative action.

5. Compensation

(a) CNC's Compensation and Invoicing. Owner will compensate CNC as provided in Exhibit A attached hereto.

(b) Payment Terms. All correct invoices submitted by CNC to Owner shall be paid within 30 days of the invoice date. If any amount due to CNC under this Agreement is not paid in full within 30 days after its invoice date, then the unpaid portion will bear interest, from the invoice date until paid, at a rate of the Prime Interest Rate plus two percentage points per annum (or, if prohibited by law, then the maximum rate permitted legally) on the unpaid balance, computed from the due date until the date paid. For purposes of this Agreement, "Prime Interest Rate" shall mean the interest rate published by the Royal Bank of Canada, such rate to change when and as such base rate changes, and such rate to be adjusted on the last day of each month. The right of CNC to charge interest for late payments shall not be construed as a waiver of CNC's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that CNC incurs legal fees and costs (including reasonably attorney's fees and costs) in successfully enforcing its right to payment, Owner agrees that it shall be liable to reimburse CNC for those fees and costs.

(c) Change in Scope. The Parties agree that the scope of the Camp Services and the corresponding CNC Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; (e.g., employment levels, shifts, traffic volume, etc.); supply costs, federal, province and local sales, use and excise taxes, license and permit fees, departments managed; equipment; and specific duties and frequencies described in Exhibit B. Any change in any such factors or in the nature or scope of the Camp Services will constitute a change in scope to this Agreement, and the Parties shall negotiate in good faith an equitable adjustment of CNC's compensation commensurate with such expansion or reduction and such adjustment will be set forth in written amendment as otherwise provided for in this Agreement.

(d) Taxes. In the event that a determination is made by a government authority that any sale, purchase, payment or use of property made to or by CNC under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax, which tax was not contemplated by the Parties at the Commencement Date and included in the CNC Fee, the full amount of any such tax liability, together with any interest paid by CNC, shall be invoiced by CNC and shall be reimbursed by Owner, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either Party prior to the date of such determination.

(e) Additional Charges: Any additional charges for overtime, mileage, travel, equipment rentals, supplies or materials used, or any other charges incurred, shall be properly documented on each monthly invoice.

(f) Owner and CNC will work in good faith in order to create a monthly invoice package that is acceptable to both Parties.

(g) Audit Right: In the event of a dispute relating to any invoice submitted to Owner by CNC and after reasonable advance notice to CNC, Owner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of CNC (to the extent such records relate to the provision of Camp Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of Owner designated in writing by Owner or by an independent public accountant, engineer, lawyer or other consultant so designated. Owner shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

(h) No Liens: CNC will be solely responsible for, and will promptly pay, when due, all obligations for labor and material supplied by third parties for work to be performed by CNC under this Agreement. Owner will have the right to withhold payment without interest and request CNC to furnish proof satisfactory to Owner that all third party claims for labor, materials, or property are satisfied or discharged ("Withholding Right").

6. Indemnity; Insurance; Limitation of Liability

(a) Owner Indemnity. CNC hereby agrees to indemnify, defend, save and hold harmless Owner and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the CNC's breach of this Agreement; except to the extent arising from negligence or willful misconduct by Owner and/or the Owner's breach of this Agreement.

(b) CNC Indemnity. Owner hereby agrees to indemnify, defend, save and hold harmless CNC and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonable attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Owner's breach of this Agreement; except to the extent arising from any action taken or failure to act which constitutes or results from negligence or willful misconduct by CNC and/or CNC's breach of this Agreement.

(c) Notice and Cooperation. Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has

in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to reasonably cooperate with the other Party in the investigation, defense and settlement of all such losses and claims, and authorizes the other Party to control the litigation of any such claim.

(d) Insurance. CNC will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, CNC will carry comprehensive general liability insurance (including products, contractual, and broad form vendor's coverage), with limits of $1,000,000.00 and automobile liability insurance in the amount of $2,000,000 in respect of its vehicles. CNC will furnish to Owner, upon request, a certificate of insurance indicating that such coverage is in effect and that Owner, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage CNC provides for Owner shall only cover liability arising out of CNC's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of Owner, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of CNC shall be endorsed to the effect that the insurers will not have any rights of subrogation against Owner, Owner's affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

(e) Limitation of Liability. Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

7. Termination; Force Majeure

(a) Termination.

(i) This Services Agreement shall immediately terminate upon any of the following: expiry of the Term; by mutual consent of the Parties hereto; or in the event CNC either ceases to carry on business as a going concern or becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

(ii) Subject to Owner's Withholding Right, CNC may terminate this Agreement immediately without penalty at any time if Owner fails to pay CNC any amounts due CNC hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of 30 days following written notice by CNC to Owner of such failure.

(iii) 726 may terminate this Agreement immediately at any time in its sole discretion, acting reasonably, and without penalty if CNC fails to provide the Camp Services in the manner specified in Section 1, but in the event of such termination 726 may not enter into a new agreement for the provision of services equivalent to the Camp Services with its parent, Reliant Asset Management, LLC or 726 (collectively "RAM"), or with an affiliate or subsidiary of RAM or with anyone with whom RAM does not operate at arm's length.

(iv) If, for any reason any renewal or extension of any permit or license required to operate the Facilities is revoked, not renewed, terminated or expired then this Agreement will terminate automatically on the last day Owner is allowed to operate the Facilities for the respective intended use.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party in writing, and neither party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform due to an event described in this subsection exceeds or is anticipated to exceed 30 days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Prepaid Vendor Contracts. Upon termination or expiration of this Agreement, Owner will reimburse CNC for any prepaid vendor contracts which CNC has paid, or on which CNC has incurred an obligation to pay, for the benefit of Owner.

(d) Purchase of Inventory. Upon the termination or expiration of this Agreement, Owner agrees, if requested by CNC, to purchase CNC's usable inventory of consumables and equipment used in connection with the Services that has not yet been charged to Owner. The purchase price for such consumables inventory will be CNC's invoice cost, and for equipment shall be current market value and CNC will submit to Owner an invoice for such inventory.

8. Capital Equipment.

During the Term, should Owner request CNC to provide any necessary equipment in connection with the Services, and should CNC agree to do so, CNC will prepare an itemized list of such equipment, including the total cost thereof, which will be attached to this Agreement as Exhibit F. At such time as the amount of CNC's expenditure is finalized, CNC shall amortize its expenditure straight-line over a period of the remainder of the Term without interest.

Upon expiration of this Agreement or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the expenditure, Owner shall reimburse CNC for the unamortized balance of the expenditure plus all accrued but unbilled interest as of the date of expiration or termination which interest has accrued from the date the expenditure was finalized at the rate of the Prime Interest Rate plus 2% per annum, computed each month on the declining balance. In the event such amounts owing to CNC are not paid to CNC within fifteen (15) days of expiration or termination, Owner agrees to pay interest on such amounts at the rate of the Prime Interest Rate plus 2% per annum, compounded monthly from the date of expiration or termination to the date paid. The right of CNC to charge interest for late payment shall not be construed as a waiver of CNC's right to receive payment of invoices within 15 days of the invoice date.

Title to the equipment shall pass to Owner upon completion of amortization or earlier payment to CNC of the unamortized balance, plus sales tax, if any. At that time, CNC will, upon request, convey the equipment to Owner by a bill of sale.

9. Arbitration

(a) Rights of Arbitration. All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

(b) Proceedings. A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

(c) Costs of Arbitration. Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

10. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to Owner:

Peace River Lodge LP
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: President

With a copy to:

Reliant Asset Management, LLC
2900 South Quincy Street, Suite 300 A
Arlington, VA 22206
Attn: Barry Roman

If to CNC:

Canada North Camps, Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attn: Mike McInnis

(b) Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in CNC's business or the business of any subsidiary or affiliate of CNC, shall be the property of CNC and shall be confidential. Owner shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Owner in any manner shall not affect CNC's ownership or the confidential nature of such information. Owner shall not photocopy or otherwise duplicate any such materials without the prior written consent of CNC. Owner agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "CNC Proprietary Materials"), used by CNC on the Facilities in connection with the Camp Services provided by CNC under this Agreement shall remain the property of CNC. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by CNC or licensed to CNC by third parties shall be discontinued by Owner, and Owner shall immediately return to CNC all CNC Proprietary Materials. In the event Owner becomes legally compelled to disclose any of the CNC Proprietary Materials, unless prohibited by law from doing so, it shall provide CNC with prompt notice so that CNC may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, Owner shall furnish only that portion of the CNC Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the CNC Proprietary Materials; provided, however, that if in the absence of such a protective order Owner shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by Owner without liability hereunder.

(c) Owner Confidential Information and Proprietary Materials. All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Owner's business or the business of any subsidiary or affiliate of Owner, shall be the property of Owner and shall be confidential. CNC shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by CNC in any manner shall not affect Owner's ownership or the confidential nature of such information. CNC shall not photocopy or otherwise duplicate any such materials without the prior written consent of Owner. CNC agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Owner Proprietary Materials"), used by Owner on the Facilities in connection with the Camp Services provided by Owner under this Agreement shall remain the property of Owner. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Owner or licensed to Owner by third parties shall be discontinued by CNC, and CNC shall immediately return to Owner all Owner Proprietary Materials. In the event CNC becomes legally compelled to disclose any of the Owner Proprietary Materials, unless prohibited by law from doing so, it shall provide Owner with prompt notice so that Owner may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, CNC shall furnish only that portion of the Owner Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Owner Proprietary Materials; provided, however, that if in the absence of such a protective order CNC shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by CNC without liability hereunder.

(d) Independent Contractor. CNC will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make CNC, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with Owner. CNC agrees that the Owner shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by Owner to CNC.

(e) Compliance with Law. Owner has been and shall be responsible for compliance with all federal, provincial and local safety and health laws and regulations with respect to the Facilities. CNC shall at all times comply with all federal, provincial and local laws applicable to the provision of the Camp Services.

(f) Survival. Obligations of the Parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

(e) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of CNC or Owner to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. Any such court that determines any provision of this Agreement is invalid or unenforceable may reform such provision so as to render it valid and enforceable.

(g) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(h) Entire Agreement and Amendments; Assignment. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement contains the final and complete expression of all agreements between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous agreements between the Parties, whether oral or written, express or implied. Any change, modification or amendment of the terms of this Agreement must be in writing and signed by all Parties. In the event of any conflict, ambiguity or inconsistency between the terms contained in this Agreement and in any Exhibit attached hereto, the terms of this Agreement shall govern.

Neither Party may assign this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), except that either Party may assign this Agreement without such consent being required, to an affiliate. The term "affiliate" means any corporation or other entity controlling, controlled by or under common control with, a Party.

(i) Governing Law. This Agreement, and its validity, construction and effect, will be interpreted, governed, and enforced by and in accordance with the substantive laws of the Province of Alberta, without reference to the principles governing the conflict of laws applicable in that or any other jurisdiction.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each of the Parties agrees that its facsimile signature on this Agreement shall have the same force and effect as an original, non-facsimile signature by such Party.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.	**PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.**
By: ______________________	By: ______________________
Name: Paul McCracken	Name: Paul McCracken
Title: President	Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(iii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________
Name: Barry Roman
Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown first above.

CANADA NORTH CAMPS, INC.

By: ______________________________
Name: Paul McCracken
Title: President

PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.

By: ______________________________
Name: Paul McCracken
Title: President

IN WITNESS WHEREOF, 726 has executed this Agreement for the purposes of Section 7(a)(iii) hereof as of the date shown first above.

726 REMOTE ACCOMMODATIONS, LTD.

By: ______________________________
Name: Barry Roman
Title:

EXHIBIT A

CNC'S COMPENSATION

A. CNC Fee:

CNC will maintain sufficient staff to provide good service to the clients at the camp. A ratio of 10 guests to 1 employee is the standard model, changing to up to 14 guests to 1 staff for large (i.e. 2,000 bed camps).

The cost of catering is $80.00 per rented bed per day.

Man Day Rate:

The Man Day Rate charged to Owner will be the total number of beds occupied minus beds occupied by CNC employees or staff and minus beds occupied by Owner employees ("Net Beds"). The Man Day Rate charged is based on the aggregate guests per day and not on an incremental basis. For example purposes only: if 160 Net Beds are utilized the Man Day rate charged to Owner by CNC will be 160 beds x $80.00 /bed = $12,800.00.

Casual Meals

Meals provided to persons who are not occupants of the Camp will be billed at a Casual Meal Rate of:

Breakfast = $27
Lunch = $27 ($20 for a bag lunch)
Dinner=$35

Re-bill Items

Items required/requested not normally provided by menu or camp operations: bottled water, canned sodas (except for bag lunch}, sports drink (non-energy) or pre-packaged foods (cookies, chips, etc...), canned soups and candy are not included in the scope and will be billed back at cost plus 10%. A copy of the suppliers' invoice to CNC will be submitted along with the re-bill invoice to support the re-bill of such items. Owner reserves the right to limit the quantities of such items ordered.

The performance of routine pest control treatment of camp facilities will be performed by Owner.

The man day rates do not include equipment, smallwares, towels and linens. CNC will provide these on a cost plus 10% basis.

B. Adjustments to CNC Fee: The CNC Fee will be adjusted from time to time, as follows:

(i) Change in Scope of Camp Services. If there is a change in scope in the Services, as addressed in Section 5(d) of the Agreement, or if Owner requests an expansion or reduction in the Camp Services provided by CNC hereunder, the Parties shall negotiate in good faith an equitable adjustment of the CNC Fee commensurate with expansion or reduction of such services. In addition, the Owner may request, and CNC may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) Adjustment for Certain Changes. If CNC's costs increase due to causes beyond CNC's control, including but not limited to, increases in employee health and welfare benefit costs, an increase in federal, provincial or local minimum wage rates, an increase in employer contributions to social security or payroll taxes (including retroactive changes to such contributions) or changes in a collective bargaining agreement covering CNC's employees, then CNC shall give Owner written notice and documentation of such increase, and the parties shall negotiate in good faith a commensurate increase in CNC Fees.

EXHIBIT B

SCOPE OF CAMP SERVICES

Scope- Camp Management:

- CNC shall maintain control of all personnel with respect to room assignments and duration of stay
- CNC shall prepare keys, check in roster, check out roster and report same on a daily basis to Owner
- CNC shall maintain a maintenance list for all repairs necessary that are beyond normal wear and tear and present to Owner on a daily basis.
- CNC shall follow and enforce any Code of Conduct or other camp rules provided by Owner or Owners' customers. CNC's employees shall abide by all camp rules; any violation will be grounds for the violating employee's immediate removal.

Scope- Catering:

- All pricing based on institutional pack sizing
- Novelty or PC items available at cost plus 10%
- Bottled water and specialty drinks available at cost plus 10%
- Morale or specialty meals provided as requested
- Holiday and seasonal meals included in rates
- Three hot, nutritional meals daily complimented by salad bar and premade sandwiches.
- 24 hour beverage bar to include milk, juice, soda, coffee, ice tea and water
- Fresh baked goods prepared daily- cakes, pies, cookies and pastries
- Rotating minimal four week cycle menu approved by Owner
- Fresh breads, fruits and vegetables served daily
- Heart Smart menu items available upon request and one heart smart entrée will be available at each meal time.
- All meat products will be Grade AA choice or better
- All dairy products will be Grade A homogenized
- All meals in appropriate quantities to satisfy each person at all meals.

- All meals shall be prepared and served attractively with sufficient quantity and variety in foods to be satisfactory to Owner.

Scope- Housekeeping and Janitorial Services:

- Rooms, recreation, exercise and common areas cleaned daily
- Beds made daily
- Wash and change all bed linens a minimum of once per week and at each crew change
- Provide clean bath towels, hand towels and washcloths daily, unless the client chooses to reuse items as detailed in CNC's initiative toward being environmentally friendly.
- Bathrooms thoroughly cleaned and disinfected daily.
- Dining area continuously cleaned throughout the day.
- Trash emptied daily or sooner as needed.
- Windows cleaned internally monthly or sooner if needed.
- Contractor to inform Owner of maintenance issues immediately.
- Refills of sanitary and paper products and emptying of waste bins.
- CNC will provide janitorial and cleaning supplies (including but not limited to soaps, cleansers, paper products, and other consumables) sufficient to maintain all accommodations, living quarters, kitchen, dining areas, restrooms, hallways, and recreational areas in a clean and sanitary condition at all times. This will include vacuum carpeted floor areas as well as sweep and mop hard floor surfaces daily.

The items below shall be included in CNC's pricing:

- Corporate costs
- Corporate support
- Employee travel to and from jobsite
- Employee benefits
- Contractually required insurances
- All statutory payroll taxes and assessments
- Overhead and profit
- Co-branded signage
- Foodservice

EXHIBIT C

OWNER'S OBLIGATIONS

Owner to provide:

- Sufficient onsite housing for catering, housekeeping and camp management staff
- Appropriate storage for chilled, frozen, and dry goods
- Sufficient storage for housekeeping and janitorial supplies.
- Onsite laundry facilities (personal laundry not done by CNC)
- All power and fuel requirements to operate and maintain the facility and prepare meals.
- Potable water for meal preparation and camp consumption.
- Waste water management and removal
- Trash dumpsters and removal
- Snow removal
- Landscape maintenance
- Facilities repair maintenance

EXHIBIT D

NECESSARY EQUIPMENT IN CONNECTION WITH CAMP SERVICES

Exhibit: D-21
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the 29th day of December, 2014 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

and

KILOMETER 147 LP,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land leased from Kingdom Properties Ltd. on MLL 130166, in the Province of Alberta (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f) and 1.1(h) (collectively the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) "Administrative Costs" means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.

(b) "Agreement" shall mean this Operating Agreement made between the Parties hereto;

(c) "Business Day" shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) "Business Territory" means those lands located on MLL 130166 in the Province of Alberta;

(e) "Capital Costs" means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) "Job Costs" means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) "Job Revenues" means all revenue generated by the Partnership Business from each Partnership Job;

(h) "Operating Costs" means:

(i) all Administrative Costs;

(ii) management fee payable to CNC, such fee to be agreed upon; and

(iii) all attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a business manager and a business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility;

(i) "Parties" means the Operator and the Partnership and "Party" means either one of them;

(j) "Partnership Job" means any contract which the Partnership enters into with a third party for the provision of remote camp catering services; and

(k) "Term" means the term of this Agreement as set out in Section 8.1 hereof.

1.2 Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right to use and possession of, the Partnership Assets shall remain at all times with the Partnership, subject to the provisions of the limited partnership agreement entered into between 726 Remote Accommodations, Ltd. ("726"), Chief Morris Monias ("Monias"), Kilometer 147 GP Ltd. and Canada North Group LP Holdings Ltd., dated as of the ____ day of December, 2014 (the "Limited Partnership Agreement"). As at the Effective Date, the Parties agree and acknowledge that the Partnership Assets are owned by 726 and 726 has agreed to provide such equipment to the Partnership for its use and possession pursuant to the provisions of the Limited Partnership Agreement.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and become the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed

$100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15%) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged (-Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator, or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by any Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice (the Initial Term, the Second Term and each annual term thereafter are collectively the 'Term"). In no event shall the Term of this Agreement be longer than 20 years.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, this Agreement shall immediately terminate upon the happening of any of the following events:

(a) expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of the Partnership, acting reasonably;

(c) by mutual consent of the Parties; or

(d) the ownership of the Partnership vests solely with either 726, Monias or Canada North Group LP Holdings Ltd., in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the *Arbitration Act* (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases, such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 Change of Address for Notice

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 Operator Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 Partnership Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________
Paul McCracken

KILOMETER 147 LP, by its general partner, KILOMETER 147 GP LTD.

Per: ______________________
Paul McCracken

Exhibit: D-22
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll [signature]

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of December, 2014 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

- and -

BONNYVILLE LODGE LP.,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

- and -

726 REMOTE ACCOMMODATIONS, LTD.,
a corporation incorporated under the laws of the Province of British Columbia
(hereinafter referred to as "726")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land in the municipality of Bonnyville (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f), and 1.1(h) (collectively, the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) **"Administrative Costs"** means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing

department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.;

(b) **"Agreement"** shall mean this Operating Agreement made between the Parties hereto;

(c) **"Business Day"** shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) **"Business Territory"** means those lands located within the municipality of Bonnyville, in the Province of Alberta;

(e) **"Capital Costs"** means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) **"Job Costs"** means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) **"Job Revenues"** means all revenue generated by the Partnership Business from each Partnership Job;

(h) **"Operating Costs"** means:

(i) All Administrative Costs;

(ii) Management fee payable to CNC, such fee to be agreed upon; and

(iii) All attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a Business manager and a Business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous Business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility.

(i) **"Parties"** means the Operator, the Partnership and 726, and **"Party"** means any one of them; however, 726 is only a Party for the purposes of Section 8.2 hereof; and

(j) **"Partnership Job"** means any contract which the Partnership enters into with a third party for the provision of remote camp catering services;

(k) **"Term"** means the term of this Agreement as set out in Section 8.1 hereof.

1.2 <u>Headings</u>

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right to use and possession of the Partnership Assets shall remain at all times with the Partnership, subject to the provisions of the limited partnership agreement entered into between 726, Bonnyville Lodge GP Ltd., and Canada North Group LP Holdings Ltd., dated as of the ____ day of December, 2014 (the "Limited Partnership Agreement"). As at the Effective Date, the Parties agree and acknowledge that the Partnership Assets are owned by 726 and 726 has agreed to provide equipment to the Partnership for its use and possession pursuant to the provisions of the Limited Partnership Agreement.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and become the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed $100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty-five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged ("Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) Yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator; or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by any Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice (the Initial Term, the Second Term and each annual term thereafter are collectively the "Term"). In no event shall the Term of this Agreement be longer than 20 years.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, this Agreement shall immediately terminate upon the happening of any of the following events:

(a) expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of 726, acting reasonably;

(c) 726 may terminate this Agreement at any time in its sole discretion, acting reasonably, and without penalty if the Operator fails to maintain and operate the Partnership Business in the manner specified in Section 3.2 hereof, but in the event of such termination 726 ~~may not enter into, or make arrangements for the Partnership to enter into a new~~ agreement for the provision of services equivalent to the Operating Services with Reliant Asset Management, LLC or 726 (collectively "RAM") or with an affiliate or subsidiary of RAM, or with anyone with whom RAM does not operate at arm's length;

(d) by mutual consent of the Parties; or

(e) the ownership of the Partnership vests solely with either 726, or the Canada North Group LP Holdings Ltd., in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the

first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

(c) To 726:

2900 South Quincy Street
Suite 300A
Arlington, VA 22206

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases,

such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 Change of Address for Notice

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 Operator Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 Partnership Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary

Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ________________________
Paul McCracken

BONNYVILLE LODGE LP, by its general partner, BONNYVILLE LODGE GP LTD.

Per: ________________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ________________________
Barry Roman

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________
Paul McCracken

BONNYVILLE LODGE LP, by its general partner BONNYVILLE LODGE GP LTD.

Per: ______________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ______________________
Barry Rajman

Exhibit: D-23
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the 29th day of December, 2014 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

and

WANDERING RIVER LODGE LP,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land in the hamlet of Wandering River, Alberta (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f) and 1.1(h) (collectively the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) "Administrative Costs" means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.

(b) "Agreement" shall mean this Operating Agreement made between the Parties hereto;

(c) "Business Day" shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) "Business Territory" means those lands located within the hamlet of Wandering River, in the Province of Alberta;

(e) "Capital Costs" means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) "Job Costs" means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) "Job Revenues" means all revenue generated by the Partnership Business from each Partnership Job;

(h) "Operating Costs" means:

(i) all Administrative Costs;

(ii) management fee payable to CNC, such fee to be agreed upon; and

(iii) all attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a business manager and a business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility;

(i) "Parties" means the Operator and the Partnership and "Party" means either one of them;

(j) "Partnership Job" means any contract which the Partnership enters into with a third party for the provision of remote camp catering services; and

(k) "Term" means the term of this Agreement as set out in Section 8.1 hereof.

1.2 Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right, title and interest to, or the right to use and possession of, as the case may be, the Partnership Assets shall remain at all times with the Partnership, subject to the provisions of the limited partnership agreement entered into between 726, Wandering River Lodge GP Ltd., Wandering River Properties Ltd., Canada North Group LP Holdings Ltd. and Chief Morris Monias, dated as of the 29th day of December, 2014 (the "Limited Partnership Agreement"). As at the Effective Date, the Parties agree and acknowledge that certain of the Partnership Assets, being the equipment 726 has agreed to lease to the Partnership pursuant to the Equipment Lease (as such term is defined in the Limited Partnership Agreement), are owned by 726 and 726 has agreed to provide such equipment to the Partnership for its use and possession pursuant to the provisions of the Limited Partnership Agreement.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and becomes the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed $100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15%) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged (-Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator, or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by either Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice (the Initial Term, the Second Term and each annual term thereafter are collectively the 'Term"). In no event shall the Term of this Agreement be longer than 20 years.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, this Agreement shall immediately terminate upon the happening of any of the following events:

(a) expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of the Partnership, acting reasonably;

(c) the Partnership may terminate this Agreement at any time in its sole discretion, acting reasonably, and without penalty if the Operator fails to maintain and operate the Partnership Business in the manner specified in Section 3.2 hereof, but in the event of such termination the Partnership may not enter into a new agreement for the provision of services equivalent to the Operating Services with Reliant Asset Management, LLC or the Partnership (collectively "RAM") or with an affiliate or subsidiary of RAM, or with anyone with whom RAM does not operate at arm's length;

(d) by mutual consent of the Parties; or

(e) the ownership of the Partnership vests solely with one of 726, Canada North Group LP Holdings Ltd., Wandering River Properties Ltd. or Chief Morris Monias, in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of both Parties, either Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the

first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the *Arbitration Act* (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 – 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases, such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 Change of Address for Notice

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 Operator Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 Partnership Confidential Information and Proprietary Materials.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

(c) If any contract is entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder which is not assignable to the Partnership, the Operator and the Partnership shall execute, or shall cause its affiliate to execute, as the case may be, a subcontract in connection with such contract, as well as an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ____________________________
Paul McCracken

WANDERING RIVER LODGE LP, by its general partner, WANDERING RIVER LODGE GP LTD.

Per: ____________________________
Paul McCracken

Exhibit: D-24
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll [signature]

OPERATING AGREEMENT

THIS AGREEMENT made effective as of the 23 day of January, 2015 (the "Effective Date").

BETWEEN:

CANADA NORTH CAMPS INC.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "Operator")

\- and -

PEACE RIVER LODGE LP.,
a limited partnership formed under the laws of the Province of Alberta
(hereinafter referred to as the "Partnership")

\- and -

726 REMOTE ACCOMMODATIONS, LTD.,
a corporation incorporated under the laws of the Province of British Columbia
(hereinafter referred to as "726")

WHEREAS:

A. The Partnership is in the business of constructing, managing and operating a remote camp located on land in the municipality of Peace River (collectively referred to as the "Partnership Business");

B. The Partnership wishes to engage the Operator to provide certain services, as described in Sections 1.1(a), 1.1(f), and 1.1(h) (collectively, the "Operating Services"), relating to the maintenance and operation of the Partnership Business;

C. The Operator has agreed to operate the Partnership Business subject to the terms and conditions of this Agreement; and

D. The Parties wish to establish the terms and conditions under which the Partnership Business is to be operated;

NOW THEREFORE in consideration of the mutual covenants, promises and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto:

(a) **"Administrative Costs"** means all attributable administrative costs incurred by the Operator which are associated with the Partnership Business as set out in, and calculated in accordance with, Section 4.3 hereof. For greater clarification, Administrative Costs include, but are not limited to services provided by the Operator's Head Office which includes the supervising by a field superintendent, the operation of a purchasing

department, the use of its shipping and receiving department, the hiring, orientation and training of personnel, equipment pooling, the use of loaders, forklifts and/or other heavy machinery and/or equipment, financing support, senior operational support, marketing and contract preparation, payroll and benefits, accounting, mail, fax, scanning, photocopying services, etc.;

(b) **"Agreement"** shall mean this Operating Agreement made between the Parties hereto;

(c) **"Business Day"** shall mean any day of the week except Saturday or Sunday or a statutory holiday in the Province of Alberta;

(d) **"Business Territory"** means those lands located within the municipality of Peace River, in the Province of Alberta;

(e) **"Capital Costs"** means all costs associated with any significant capital expenditure in relation to the Partnership Business;

(f) **"Job Costs"** means all costs and expenses relating to the operation of the Partnership Business including Capital Costs, Operating Costs and all reasonable legal fees incurred by the Operator in connection with Section 3.5 hereof;

(g) **"Job Revenues"** means all revenue generated by the Partnership Business from each Partnership Job;

(h) **"Operating Costs"** means:

(i) All Administrative Costs;

(ii) Management fee payable to CNC, such fee to be agreed upon; and

(iii) All attributable operating costs incurred by the Operator with respect to the operation of the Partnership Business including, without limitation, insurance, working capital finance costs, all costs associated with the employment of a Business manager and a Business crew including accommodation, wages, benefits, training, subsistence allowance, safety expenditures, and all other miscellaneous Business costs that normally occur or can be expected to occur with the operation of a remote oil field camp catering facility.

(i) **"Parties"** means the Operator and the Partnership and **"Party"** means either one of them; and

(j) **"Partnership Job"** means any contract which the Partnership enters into with a third party for the provision of remote camp catering services;

(k) **"Term"** means the term of this Agreement as set out in Section 8.1 hereof.

1.2 Headings

The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender

All words importing the singular number include the plural and vice versa and all words importing gender include the masculine, feminine and neuter gender.

1.4 Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Alberta.

1.5 Currency

All references in this Agreement to dollar amounts shall be references to amounts expressed in Canadian dollars.

1.6 Time

Time shall be of the essence of this Agreement.

2. PARTNERSHIP ASSETS

2.1 Acquisition of Partnership Assets

The Operator shall oversee the acquisition of the assets and materials required by the Partnership to effectively operate the Partnership Business (the "Partnership Assets"), as well as overseeing transportation, site work and installation of the camp.

2.2 Title to the Partnership Business

Notwithstanding the Operator's possession and operation of the Partnership Assets, the Parties agree that all right, title and interest to the Partnership Assets shall remain at all times with the Partnership. As at the Effective Date, the Parties agree and acknowledge that the Partnership Assets are owned by 726 and 726 has agreed to lease the Partnership Assets to the Partnership pursuant to an equipment lease, with an option to purchase (the "Equipment Lease"), whereby 726 will sell the Partnership Assets to the Partnership at the termination of the equipment lease, for a sum of $1.00 all as further detailed in the equipment lease document, and the unanimous shareholders agreement amongst the shareholders of the Partnership.

2.3 Repairs to the Partnership Assets

(a) Throughout the Term of this Agreement, the Operator shall maintain the Partnership Assets in good operating condition.

(b) All replacement parts which may be installed or incorporated on or in the Partnership Assets by or on behalf of the Operator shall be free and clear of all liens, charges or encumbrances of any nature whatsoever. All such replacement parts shall belong to and become the property of the Partnership, and shall be subject to all of the terms and conditions of this Agreement, and shall be deemed to form a part of the Partnership Assets.

2.4 Capital Expenditures

In the event it is necessary to replace or upgrade any capital component on the Partnership Assets for any reason whatsoever, then the Capital Costs of all such expenditures shall be borne solely by the Partnership in accordance with Section 4 hereof and the Operator shall, in its sole discretion, acting reasonably, have the right to determine what expenditures are appropriate, provided such expenditures do not exceed $100,000.00 without first consulting the Partnership. Notwithstanding the foregoing, in the event that the Partnership does not have adequate capital to purchase additional Partnership Assets, one of the Partnership's limited partners may choose to contribute additional funds in place of the Partnership, in the form of a 45 month equipment lease. The Parties shall review and agree mutually in the event that the Partnership does not have the necessary capital as required pursuant to this Section 2.4.

3. OPERATION OF THE PARTNERSHIP BUSINESS

3.1 Operating Services and Intent

The Partnership desires to engage the Operator to provide the Operating Services on the terms and conditions set out herein, and the Operator agrees to carry out all the Operating Services pursuant to the terms and conditions hereof. It is intended that the Partnership Business will be operated by the Operator during the Term of this Agreement for the primary purpose of completing the terms and conditions of the Partnership Jobs secured by the Partnership.

3.2 Remote Camp Catering Practices

The Operator agrees to carry out all necessary operations with respect to the Partnership Business diligently and in a manner consistent with the practices of a provider of services equivalent to the Operating Services within the remote camp and catering industry, and:

(a) in a good and workmanlike manner in accordance with good remote camp catering practice;

(b) in compliance with and in fulfillment of the terms and conditions of all Partnership Job contracts;

(c) in full compliance with all municipal, provincial and federal laws and regulations and all orders and requirements of such governmental agencies and regulatory bodies as may from time to time have jurisdiction; and

(d) in a manner consistent with policies and procedures used by the Operator in the management of its remote camp catering in western Canada.

3.3 Personnel

(a) The Operator shall, in its sole discretion, make all final decisions with respect to the employment of all personnel responsible for operating and maintaining the Partnership Business, including without limitation, all final decisions regarding recruiting, hiring, training, drug testing, termination and all other similar personnel functions consistent with the Operator's practice of managing its remote camp catering business in Western Canada.

(b) For the Term of this Agreement, the Operator shall ensure that at all times a sufficient number of personnel are available to operate and maintain the Partnership Business. The Operator shall, at its own cost, remove any personnel upon the request of the Partnership, in the Partnership's sole discretion, acting reasonably, if such personnel fails to perform or breaches any policies of the Partnership or the Operator.

3.4 Litigation

The Operator agrees to prosecute or defend all litigation arising out of the operation of the Partnership Business under this Agreement, provided that the Partnership may also join in the prosecution or defence of the litigation, and further provided that the Operator shall immediately apprise the Partnership of any pending or actual litigation associated with the Partnership Business upon its receipt of any relevant documentation or information pertaining to such litigation.

4. ALLOCATION OF JOB COSTS AND JOB REVENUES

4.1 Intent

The Operator is responsible for the day-to-day operations of managing, operating and maintaining the Partnership Business during the Term of this Agreement including negotiating, entering into and completing any contracts with customers, employing personnel, engaging in transactions, recording all Job Revenues and Job Costs and preparing relevant reports for the Partnership. As such, the Operator shall have sole control and responsibility over all Job Revenues received and Job Costs incurred until such time as such revenue and costs are disbursed to the Partnership in accordance with this Section 4.

4.2 Working Capital

The Operator shall be responsible, to the best of its ability, to secure sufficient working capital financing to fulfill its obligations under the provisions of this Agreement. The use of such working capital by the Operator shall be governed by generally accepted accounting principles. The costs of acquiring and maintaining such financing, including applicable interest, shall be included in the calculation of Operating Costs.

4.3 Administrative Costs

Administrative Costs will be charged to the Partnership at cost plus fifteen (15) percent, and will be charged to the Partnership only on those weeks in which there are active Partnership Jobs.

4.4 Payment of Job Costs

The Operator acknowledges and agrees that all Job Costs incurred by the Operator in connection with the Partnership Business shall be paid by the Operator through the disbursement of funds received through the receipt of Job Revenues and/or its working capital.

4.5 Settlement of Accounts

The Operator shall provide an invoice to the Partnership on a monthly basis setting out all Job Costs incurred and Job Revenues earned by the Operator during the previous month. On a quarterly basis, the Operator shall prepare a statement of account setting out all Job Revenues earned and all Job Costs incurred during that quarter. In the event that Job Revenues exceed Job Costs for that quarter (a "Profit"), subject to Section 4.6 below, the Operator shall disburse such Profit to the Partnership within forty-five (45) days of the end of such quarter.

4.6 Losses

In the event that Job Costs exceed Job Revenues for any quarter (a "Deficit"), the Operator shall not disburse any funds to the Partnership for that quarter. The Operator will be responsible for the payment of all Job Costs incurred above and beyond the receipt of all Job Revenues earned in that quarter where a Deficit occurs through the utilization of its working capital. To the extent that in any subsequent quarter there is a Profit, any such Profit shall not be distributed to the Partnership until first, any accrued Deficit is paid in full, second, all current Job Costs owing and accruing due during that quarter have been paid in full and third, any working capital amount borrowed and used by the Operator has been paid back in full.

4.7 Audit Right

In the event of a dispute relating to any invoice submitted to the Partnership by the Operator and after reasonable advance notice to the Operator, the Partnership shall have the right at all reasonable times during usual business hours to audit, examine and make copies of the books of account and other records of the Operator (to the extent such records relate to the performance of the Operating Services), no more than once in each fiscal year. Such right may be exercised through any agent or employee of the Partnership designated in writing by the Partnership or by an independent public accountant, engineer, lawyer or other consultant so designated. The Partnership shall bear all costs and expenses incurred in any inspection, examination or audit made at its request.

4.8 No Liens

The Operator will be solely responsible for, and will promptly pay, when due, all obligations for labour and material supplied by third parties for work to be performed by the Operator under this Agreement. The Partnership will have the right to withhold payment without interest and request the Operator to furnish proof satisfactory to the Partnership that all third party claims for labour, materials, or property are satisfied or discharged ("Withholding Right").

5. OPERATOR'S REPORTING AND ACCOUNTING REQUIREMENTS

5.1 Books and Records

The Operator shall be responsible for creating and maintaining all books, records and accounts concerning the performance of the Operating Services. The Operator shall keep such information segregated from a reporting point of view from other information pertaining to other assets and activities of the Operator unrelated to this Agreement.

5.2 Reports

The Operator shall provide the following reporting to the Partnership during the Term of this Agreement, unless otherwise agreed to in writing between the Parties:

(a) quarterly and yearly revenue and expense figures for the total of all operations associated with the Partnership Business. Monthly reports will be issued by the 25th of the month following the reporting month. Annual financial statements shall be prepared in accordance with generally accepted accounting principles and will be issued no later than ninety (90) days following the fiscal year end of the Partnership. The annual financial statements shall, at the option of the Partnership, be audited by an independent third party at the expense of the Partnership.

(b) Yearly operating budgets associated with the operation of the Partnership Business, including forecasts of Operating Costs and Capital Costs will be issued to the Partnership no later than the 30th day prior to the next ensuing fiscal year for the Partnership.

(c) Upon request of the Partnership, and no more than on a quarterly basis, operation meetings shall be held to review the financial figures related to the operation of the Partnership Business, future plans, budgets and other pertinent financial matters. Budget revision will be required in the event the budget figures as originally presented in accordance with 5.2(b) above increase or decrease by more than twenty five (25%) percent.

6. DEFAULT

6.1 Events of Default by the Operator

The Operator shall be deemed to be conclusively in default hereunder if:

(a) subject to Section 7.1 hereof, the Operator defaults in the performance of any of its covenants and agreements contained herein and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator;

(b) the Operator ceases to carry on business as a going concern;

(c) the Operator becomes bankrupt within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(d) any receiver or receiver and manager is appointed with respect to any of the assets or undertaking of the Operator;

(e) the Operator attempts or purports to sell, transfer, encumber, sublet or part with possession of the Partnership Business without the prior written consent of the Partnership and such default continues for a period of thirty (30) days after written notice is delivered by the Partnership to the Operator; or

(f) there is a change of control in the Operator, which results in a change in the Board of Directors or shareholders instigated by an outside third party through a hostile takeover. For greater clarification, a hostile takeover for the purposes of this subsection shall be deemed to mean any takeover of the Operator by a third party which is not accepted or approved by the Operator's board of directors.

7. FORCE MAJEURE

7.1 Events of Force Majeure

Performance under this Agreement by the Operator shall be excused in the event that such performance is prevented by strikes, riots, blockades, fires, storms, floods, tornadoes, lightning, explosions, acts of God, war, Provincial and Federal Governmental regulations or other governmental restraint, injunctions, road bans, inability or delay in obtaining access to premises, shortage of materials, destruction of or unavoidable shutdown of necessary facilities, unavailability of equipment and other happenings (except financial) beyond the reasonable control of the Operator, whether similar or dissimilar to the matters herein specifically enumerated or not, provided however that performance shall be resumed within a reasonable time after such a cause has been removed and provided further that the Operator shall not be required to settle against its judgment any strike, lockout or other labour dispute.

7.2 Notice

Where the performance of the Operator is prevented or materially affected by an event of force majeure, the Operator shall give notice and full particulars to the Partnership within a reasonable time after the occurrence of the cause relied on.

8. TERM

8.1 Term of Agreement

Subject to Section 8.2, the Term of this Agreement shall be for an initial period equal of five (5) years, commencing on the Effective Date (the "Initial Term"), followed by a renewal period ("Second Term") of a further five (5) years unless either Party providing the other Party with written notice that the term will not be renewed, such notice to be given not less than ninety (90) days before the end date of the Initial Term. After the Second Term, the Agreement will continue on an annual basis until terminated by ninety (90) days written notice given by any Party prior to the next applicable anniversary date of the end of the Second Term, provided that upon receipt of such notice, it is understood and agreed to by the Parties that the Agreement will only terminate upon the longer of ninety (90) days' notice or the end of the term of the longest running Partnership Job which was committed to by the Operator prior to the receipt or delivery of such notice.

8.2 Termination

Subject to the Partnership's Withholding Right and to Section 8.3 hereof, 726 may terminate this Agreement at any time in its sole discretion, but in the event of such termination 726 may not enter into, or make arrangements for the Partnership to enter into a new agreement for the provision of services equivalent to the Operating Services with Reliant Asset Management, LLC or 726 (collectively "RAM") or with an affiliate or subsidiary of RAM, or anyone with whom RAM does not operate at arm's length, upon the happening of any of the following events:

(a) Expiry of the Term as set out in Section 8.1 hereof;

(b) an event of default by the Operator as set out in Section 6.1 hereof, and the determination as to whether an event of default has occurred shall be in the sole discretion of 726, acting reasonably;

(c) the Operator fails to maintain and operate the Partnership Business in the manner specified in Section 3.2 hereof;

(d) by mutual consent of the Parties;

(e) if the Equipment Lease is terminated prior to the Initial Term; or

(f) the ownership of the Partnership vests solely with either 726, or the Canada North Group LP Holdings Ltd., in which event the appointment of the Operator shall, at the discretion of the party with the vested ownership of the Partnership, terminate no later than one (1) year following the date in which the ownership of the Partnership vests solely with such party.

8.3 Possession of the Partnership Business

Upon termination of this Agreement, the Operator shall immediately deliver up possession of the Partnership Assets, all other related equipment associated with the Partnership Business, and all other assets net of liabilities held by the Operator for the benefit of the Partnership Business and the operations thereof to the Partnership.

9. INSURANCE

9.1 Operator to Insure

Throughout the Term of this Agreement, the Operator assumes the risk, responsibility and liability for loss, damage or destruction of the Partnership Assets and shall at the Partnership's expense:

(a) place and maintain physical damage insurance on the Partnership Business with a deductible of no more than $1,000,000.00 per occurrence payable by the Partnership; and

(b) place and maintain general liability insurance with limits of liability of not less than $2,000,000.00 per occurrence for injury or death of any one or more persons or damage to property arising out of or in relation to the operation and maintenance of the Partnership Business.

The Operator will provide, or cause to be provided, workers' compensation insurance as required by law and automobile liability insurance in the amount of $2,000,000 in respect of its company vehicles. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. Any insurance coverage the Operator provides for the Partnership shall only cover liability arising out of the Operator's operations to the extent described above and shall not cover any liability caused by the negligence or willful misconduct of the Partnership, its subsidiaries and affiliated companies, and its directors, officers and employees. All insurance policies of the Operator shall be endorsed to the effect that the insurers will not have any rights of subrogation against the Partnership, the Partnership affiliates, subsidiaries and/or their respective shareholders, directors, officers, agents, employees and co-venturers.

9.2 Use of Insurance Proceeds

Proceeds of insurance arising from any partial or total loss or damage to the Partnership Business shall be paid to the Operator and shall be applied by the Operator to the repair and replacement of the property so lost or damaged, subject to the approval of the Partnership.

9.3 Certificate of Insurance

The Operator will furnish to the Partnership, upon request, a certificate of insurance indicating that such coverage is in effect and that the Partnership, its affiliates, subsidiaries and their respective shareholders, directors, officers, agents and employees are named as additional insured parties under such insurance policy.

10. INDEMNIFICATION

10.1 Indemnity of the Partnership by the Operator

The Operator hereby agrees to indemnify, defend, save and hold harmless the Partnership and each of its subsidiaries, affiliated companies, directors, officers, employees, limited partners, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the performance of the Operating Services and/or the Operator's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Partnership, or by the Partnership's breach of this Agreement.

10.2 Indemnity of the Operator by the Partnership

The Partnership hereby agrees to indemnify, defend, save and hold harmless the Operator and each of its subsidiaries, affiliated companies, directors, officers, employees, shareholders, counsel, auditors, accountants, agents, advisors and any other representatives and each of the heirs, executors, successors and permitted assigns of any of the foregoing, from and against any and all damages, cost, expense, third party claim, action, suit or other proceeding or liability (including reasonably attorneys' fees and court costs) to the extent that damages are caused by, arising from, incurred in connection with or relating in any way to the Partnership's breach of this Agreement; except to the extent that damages are caused by any action taken or failure to act which constitutes or results from negligence or willful misconduct by the Operator, or by the Operator's breach of this Agreement.

10.3 Limitation of Liability

Notwithstanding any other provision contained herein, in no event will either Party or its respective subsidiaries, affiliates, directors, officers, agents, subcontractors or employees be liable for any loss of business, business interruption, consequential, incidental, special, indirect or punitive damages.

11. ARBITRATION

11.1 Rights of Arbitration

All disputes arising out of the performance or interpretation of this Agreement shall be dealt with in the first instance through friendly negotiation between the Parties. In the event that a settlement or understanding cannot be reached to the satisfaction of all Parties, any Party shall have the right to have the dispute submitted to binding arbitration. Once submitted, the Parties acknowledge and agree that they will each submit to such proceedings and be bound by such decision as the arbitrator or arbitrators, as the case may be, shall decide with no right of appeal thereafter.

11.2 Proceedings

A Party desiring to commence arbitration proceedings shall provide written demand to the other Party, which demand shall provide a statement of the dispute, the relief requested and the name, address and telephone number of the arbitrator selected by that Party. The Party served with such notice shall have twenty (20) days to provide written notice in response stating the name, address and telephone number of the arbitrator selected by it. If another arbitrator is not named within such twenty (20) day period, the

first arbitrator shall serve as the sole arbitrator, shall designate the place and time of the arbitration and shall hear the matter with or without the presence of the other Party and shall issue a decision within ninety (90) days of the hearing that shall be binding on the Parties. If another arbitrator is named, then the two arbitrators shall confer and decide upon a third arbitrator who shall be neutral. All decisions of the arbitrators shall require a majority vote. If a third neutral arbitrator cannot be selected by the first two arbitrators within a period of thirty (30) days from the naming of the second arbitrator, then the neutral arbitrator shall be appointed pursuant to the Arbitration Act (Alberta). Upon the selection of the arbitrators, the arbitrators shall convene the arbitration as soon as reasonably possible. A binding written decision by the arbitrators shall be given within ninety (90) days of the hearing taking place. Any arbitration proceeding between the Parties shall be held in Edmonton, Alberta and shall be carried out in the English language.

11.3 Costs of Arbitration

Each Party shall pay the fees of its selected arbitrator and in the case of a third arbitrator, one half of the fees of such arbitrator. Notwithstanding the foregoing, the arbitrators or arbitrator, as the case may be, shall have the power to award in their discretion any costs or fees associated with such arbitration against any one Party, including the fees of any arbitrator.

12. NOTICE

12.1 Address for Notice

Any notice, consent or approval required or permitted to be given hereunder must be in writing and must be either personally delivered or sent by facsimile delivery addressed as follows:

(a) To the Operator:

Canada North Camps Inc.
14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President
Facsimile: (780) 452-6818

(b) To the Partnership:

14238 - 134 Avenue
Edmonton, AB T5L 5V8
Attention: President of the general partner of the Partnership
Facsimile: (780) 452-6818

(c) To 726:

2900 South Quincy Street
Suite 300A
Arlington, VA 22206

12.2 Deemed Receipt

Every notice shall be deemed to have been properly given, if delivered, on the date of delivery thereof, and if sent by facsimile, on the date of sending thereof (with receipt confirmed) providing that in all cases,

such delivery or sending is made on a Business Day. If the date of delivery or sending is not a Business Day, receipt of such notice will be deemed upon the first Business Day thereafter.

12.3 <u>Change of Address for Notice</u>

Any Party may change its address for service upon written notice to the other Parties.

13. GENERAL

13.1 <u>Operator Confidential Information and Proprietary Materials</u>.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Operator's business or the business of any subsidiary or affiliate of the Operator, shall be the property of the Operator and shall be confidential. The Partnership shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Partnership in any manner shall not affect the Operator's ownership or the confidential nature of such information. The Partnership shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Operator. The Partnership agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Operator Proprietary Materials"), used by the Operator in connection with the performance of the Operating Services of the Partnership Business by the Operator under this Agreement shall remain the property of the Operator. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Operator or licensed to the Operator by third parties shall be discontinued by the Partnership, and the Partnership shall immediately return to the Operator all Operator Proprietary Materials. In the event the Partnership becomes legally compelled to disclose any of the Operator Proprietary Materials, unless prohibited by law from doing so, it shall provide the Operator with prompt notice so that the Operator may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Partnership shall furnish only that portion of the Operator Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Operator Proprietary Materials; provided, however, that if in the absence of such a protective order the Partnership shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Partnership without liability hereunder.

13.2 <u>Partnership Confidential Information and Proprietary Materials</u>.

All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in the Partnership's business or the business of any subsidiary or affiliate of the Partnership, shall be the property of the Partnership and shall be confidential. The Operator shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the Operator in any manner shall not affect the Partnership's ownership or the confidential nature of such information. The Operator shall not photocopy or otherwise duplicate any such materials without the prior written consent of the Partnership. The Operator agrees that all computer hardware and computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Partnership Proprietary Materials"), used by the Partnership on the Facilities in connection with the performance of the Operating Services by the Partnership under this Agreement shall remain the property of the Partnership. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by the Partnership or licensed to the Partnership by third parties shall be discontinued by the Operator, and the Operator shall immediately return to the Partnership all Partnership Proprietary

Materials. In the event the Operator becomes legally compelled to disclose any of the Partnership Proprietary Materials, unless prohibited by law from doing so, it shall provide the Partnership with prompt notice so that the Partnership may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Operator shall furnish only that portion of the Partnership Proprietary Materials which is legally required and shall exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Partnership Proprietary Materials; provided, however, that if in the absence of such a protective order the Operator shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure may be made by the Operator without liability hereunder.

13.3 Independent Contractor

The Operator will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make the Operator, or its employees, a common law employee, agent, partner or fiduciary of, or joint venture with the Partnership. The Operator agrees that the Partnership shall have no liability or responsibility for the withholding, collection, or payment of any federal and/or provincial income taxes, employment insurance premiums, Canada Pension Plan contributions, GST or any other similar source deductions or contributions on any amounts paid by the Partnership to the Operator.

13.4 Further Assurances

The Parties shall at their own cost and expense each do and perform all such further acts and things and shall execute all such deeds, documents and writings and shall give all such further assurances as may be necessary to carry out the intent of this Agreement.

13.5 Amendments

Any amendments to this Agreement must be in writing and are not enforceable without the prior written consent of the other Party.

13.6 Severability

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

13.7 Entire Agreement

The terms of this Agreement shall constitute the entire Agreement between the Parties and there are no further or other agreements, representations, warranties or covenants pertaining to the matters subject hereto.

13.8 Waiver

No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and executed by the Party granting such waiver. A waiver of any breach of any term or condition of this Agreement is not to be deemed as a waiver of a subsequent breach of the same term or condition so waived or any other term or condition contained in this Agreement.

13.9 Assignment

(a) The Operator may assign its interest in this Agreement to an affiliate upon prior written notice being given to the Partnership. Otherwise, no Party may assign its interest in this Agreement without the prior written consent of the other Parties. No assignment of the rights and obligations of a Party to this Agreement may be made without the unanimous consent of all other Parties to this Agreement, such consent not to be unreasonably or arbitrarily withheld.

(b) Any contract entered into between the Operator or an affiliate of the Operator and a customer in the course of the Operator's performance of the Operating Services hereunder shall be assignable to the Partnership and the Operator shall execute, or shall cause its affiliate to execute, as the case may be, an executed power of attorney in favour of the Partnership such that the Partnership is able to enforce the Operator's or affiliate's rights thereunder.

13.10 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and assigns.

13.11 Public Announcements

The Parties agree that prior to making any public announcement or statement with respect to this Agreement, the Party desiring to make such public announcement or statement shall consult with the other Party hereto and exercise its best efforts to assist in jointly agreeing on the text of a joint public announcement or statement, or obtain the approval of the other Party on the text of a public announcement or statement to be made solely by such Party as the case may be.

13.12 Execution in Counterpart

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________________
Paul McCracken

PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.

Per: ______________________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ______________________________
Barry Roman

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CANADA NORTH CAMPS INC.

Per: ______________________________
Paul McCracken

PEACE RIVER LODGE LP, by its general partner, PEACE RIVER LODGE GP LTD.

Per: ______________________________
Paul McCracken

IN WITNESS WHEREOF 726 has executed this Agreement for the purposes of Section 8.2 hereof as of the day and year first above written.

726 REMOTE ACCOMMODATIONS, LTD.

Per: ______________________________
Barry Roman

Exhibit: D-25
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Bluee

WANDERING RIVER LODGE LIMITED PARTNERSHIP

Financial Statements

September 30, 2015

(Unaudited)

REVIEW ENGAGEMENT REPORT

To the Partners of Wandering River Lodge Limited Partnership

We have reviewed the balance sheet of Wandering River Lodge Limited Partnership as at September 30, 2015 and the statements of loss, partners' capital and cash flows for the nine month period then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of inquiry, analytical procedures and discussion related to information supplied to us by the Partnership.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

Pennock Acheson Nielsen Devaney

Chartered Accountants

March 21, 2016

WANDERING RIVER LODGE LIMITED PARTNERSHIP

Balance Sheet

As at September 30, 2015

(Unaudited)

ASSETS	
CURRENT	
Cash	$ 70,739
Goods and services tax recoverable	82,095
Accounts receivable	639,634
	792,468
EQUIPMENT (Note 2)	213,941
	$ 1,006,409
LIABILITIES	
CURRENT	
Accounts payable and accrued liabilities	$ 119,371
COMMITMENTS AND CONTINGENCIES (Note 4)	
PARTNERS' CAPITAL	
Canada North Camps Inc.	(10,304)
726 Remote Accommodations, Ltd.	1,231,054
Wandering River Properties Ltd.	(166,856)
Morris Monias (nominee)	(166,856)
	887,038
	$ 1,006,409

APPROVED BY THE PARTNERS

________________________ *Partner*

________________________ *Partner*

WANDERING RIVER LODGE LIMITED PARTNERSHIP
Statement of Loss
Nine Month Period Ended September 30, 2015
(Unaudited)

REVENUE	$ 3,412,796
COST OF SALES	4,024,537
GROSS PROFIT	(611,741)
EXPENSES	
Professional fees	26,053
Office	1,552
Interest and bank charges	1,376
	28,981
LOSS BEFORE THE UNDERNOTED	(640,722)
DEPRECIATION	26,700
NET LOSS	$ (667,422)

WANDERING RIVER LODGE LIMITED PARTNERSHIP

Statement of Partners' Capital

Nine Month Period Ended September 30, 2015

(Unaudited)

	2014 Balance	Net Loss	Contributions	2015 Balance
Canada North Camps Inc.	$ -	$ (166,854)	$ 156,550	$ (10,304)
726 Remote Accommodations, Ltd.	-	(166,856)	1,397,910	1,231,054
Wandering River Properties Ltd.	-	(166,856)	-	(166,856)
Morris Monias (nominee)	-	(166,856)	-	(166,856)
	$ -	$ (667,422)	$ 1,554,460	$ 887,038

WANDERING RIVER LODGE LIMITED PARTNERSHIP

Statement of Cash Flows

Nine Month Period Ended September 30, 2015

(Unaudited)

NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:

OPERATING ACTIVITIES	
Cash receipts from customers	$ 2,773,162
Cash paid to suppliers	(4,016,243)
	(1,243,081)
INVESTING ACTIVITY	
Purchase of equipment	(240,640)
FINANCING ACTIVITY	
Partnership contributions	1,554,460
CHANGE IN CASH, BEING CASH END PERIOD	$ 70,739

Wandering River Lodge Limited Partnership (Wandering River), a limited partnership privately formed in accordance with the Partnership Act of Alberta, operates a remote oil field camp facility in Wandering River, Alberta. The ultimate Partners of the Limited Partnership are Canada North Camps Inc. (through Canada North Group LP Holdings Ltd.), 726 Remote Accommodations, Ltd., Wandering River Properties Ltd., and Morris Monias (nominee).

These financial statements reflect the assets, liabilities, revenues and expenses of the Limited Partnership and do not include any other assets, liabilities, revenues or expenses of the Partners or the liability of the Partners for taxes on net earnings of the Limited Partnership, nor do they include any provision for the Partners' fees or interest on invested capital.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and contain the following significant accounting policies:

Cash and cash equivalents

Cash and cash equivalents consists of cash on hand and in banks.

Equipment

Equipment is recorded at cost less accumulated depreciation. Cost includes expenditures directly attributable to acquisition of the asset. The cost of manufactured assets includes the cost of materials, direct labour, direct overheads and all costs directly attributable to bringing the asset to the condition necessary for operation. Repairs and maintenance expenditures that do not extend the useful life or improve the efficiency of the asset are expensed. Depreciation is provided by the Partnership at rates determined to depreciate the cost of the assets over their estimated useful lives as follows:

Equipment	20%	declining balance method
Linens	50%	declining balance method

Leases

Leases are classified as either capital or operating leases. A lease which transfers substantially all risk and reward of ownership of the asset is classified as a capital lease. All other leases are classified as operating leases. At the time the company enters into a capital lease, an asset is recorded with its related long-term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Financial instruments

The Partnership's financial instruments recognized on the balance sheet consist of cash, accounts receivable, goods and services tax receivable, accounts payable and accrued liabilities. Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, the financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments that are measured at fair value are expensed when incurred. Transaction costs incurred on the acquisition, sale, or issue of all other financial instruments are added or netted aganist the carrying value of the instrument and are then recognized over the expected life of the instrument using the straight-line method.

Revenue recognition

Revenue is recognized when camp and catering services are provided and collection is reasonably assured.

2. EQUIPMENT

	Cost	Accumulated Depreciation	Net Book Value
Equipment	$ 223,065	$ 22,306	$ 200,759
Linens	17,576	4,394	13,182
	$ 240,641	$ 26,700	$ 213,941

3. RELATED PARTY TRANSACTIONS AND BALANCES

The Partnership has entered into an agreement with Canada North Camps Inc., to be the Operator of the camp. Costs incurred by Canada North Camps Inc. as operator on behalf of the partnership, such as rentals, wages and repairs, are charged at cost plus 15%. Heart Lake CNC Limited Partnership is a partnership 50% owned by Canada North Camps Inc. and maintains the contract for services with the camp customers. During the year, the Partnership incurred transactions with related parties approximately as follows:

Revenues	
Equipment rental income from Heart Lake CNC Limited Partnership	$ 3,200,000
Expenses	
Canada North Camps and other related companies - wages, maintenance and rental included in cost of sales	$ 1,920,371
726 Remote Accommodations, Ltd. rental expense included in cost of sales	2,367,000
	$ 3,355,000

All transactions occurred in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Included in Accounts receivable is $590,987 from Heart Lake CNC Limited Partnership. All related party balances are on normal commercial terms.

4. COMMITMENTS AND CONTINGENCIES

i) Economic dependence

The Partnership derived substantially all of its revenue from one customer which operates in the oil and gas sector and could be considered to be economically dependant on this customer.

ii) Commitments

The Partnership has entered into a catering services agreement for a five year term with Heart Lake CNC Limited Partnership. The majority of these services are currently being provided by and billed directly to the customer by Heart Lake CNC Limited Partnership. Under this agreement Wandering River is committed to paying $80 per man day when required to provide catering services. During 2015, the Partnership paid $79,300 for catering services.

The Partnership has operating lease commitments for camp trailers over the next three years as follows: 2016-$3,789,291; 2017-$3,166,491 and 2018-$2,374,868. These leases are held with Limited Partners, 726 Remote Accommodations, Ltd. and Canada North Camps Inc.

iii) Litigation risk

In the normal course of business, the Partnership sometimes is named as a defendant in litigation. In management's opinion, the Partnership has no outstanding claims that would have a material impact on these financial statements.

iv) Risk management

Credit risk arises from the potential that a counter-party will fail to perform its obligations. The Partnership assesses the credit worthiness of its customers on an on-going basis and monitors the amount and age of the balances outstanding. Primarily all of the Partnership's receivables are from customers in or related to the oil and gas industry.

Liquidity risk is the risk that the Partnership will not be able to meet its obligations associated with financial liabilities. Cash flow from operations provides the majority of cash for the Partnership to meet its obligations.

Exhibit: D-26
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement ('Master Agreement') is made this 23th day of January, 2015 ('Effective Date') by and between Canada North Camps Inc., an Alberta company with its headquarters at 14238-134 Avenue, Edmonton, Alberta T5L 5V8, and its successors and assigns ('Lessor') and Peace River Lodge LP, an Alberta limited partnership with a primary mailing address at 14238 – 134 Avenue, Edmonton, AB T5L 5V8. ('Lessee').

From time to time Lessee may propose to lease and Lessor may elect to lease to Lessee, various workforce housing modules, trailers and/or relocatable, modular and/or pre-fabricated structures including various appurtenances, such as stairs, railings, furniture, kitchen equipment, security systems and the like (collectively referred to as the 'Equipment'), pursuant to the following covenants.

Lessor and Lessee, intending to be legally bound, mutually agree that all Equipment leased by Lessee from Lessor after the Effective Date hereof shall be subject to the terms and conditions set forth by (i) this Master Agreement; (ii) the General Terms and Conditions; and (iii) the applicable equipment schedule ('Equipment Schedule') issued in conjunction with the subject lease transaction. The Master Agreement, the General Terms and Conditions and each Equipment Schedule shall be collectively referred to as the 'Agreement.'

By its signature below, Lessee acknowledges that it has read the General Terms and Conditions dated January __, 2015 in their entirety, which are incorporated herein by reference, and agrees to be bound by the terms therein and this Master Agreement. Each party is hereby authorized to accept and rely upon facsimile signature or electronic signature of the other party to this Agreement. Any such signature shall be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

1. EQUIPMENT SCHEDULE. An Equipment Schedule for each addition to the Equipment covered under this Agreement will be prepared as the subject Equipment is leased by Lessee from Lessor. The Equipment Schedule will provide the particulars with reference to the Identification and/or Description of the Equipment, a Delivery Date for the Equipment, the Equipment Value, Minimum Lease Term, Periodic Rental Rate and any other necessary specifics. All equipment delivered to Lessee or at Lessee's direction and scheduled on an Equipment Schedule is subject to the terms and conditions of this Agreement. Lessee shall have the right to sub-lease the Equipment upon prior written consent from Lessor.

2. MODIFICATION OF TERMS AND CONDITIONS. The above referenced General Terms and Conditions remain unmodified, and in full force and effect, except to the extent expressly set forth by this Agreement.

Accepted By:
Lessee
Peace River Lodge LP

By: ______________________
Paul McCracken, President
Peace River Lodge GP, Ltd.
Dated: January 23, 2015

Lessor
Canada North Camps Inc.

By: ______________________
Paul McCracken
President
Dated: January 23, 2015

12912678_1|NATDOCS

EQUIPMENT SCHEDULE NUMBER 001

This Equipment Schedule Number 001 is made by and between Canada North Camps as Lessor and Peace River Lodge Limited Partnership as Lessee as of January 23, 2015. This Equipment Schedule constitutes an addition to the Master Equipment Lease Agreement dated as of January __, 2015 executed by the parties. This Equipment Schedule is subject to the Master Equipment Lease Agreement, the General Terms and Conditions incorporated therein and the terms, provisions and specifications set forth hereinafter.

Lessee: Peace River Lodge Limited Partnership

Delivery Address: Peace River Lodge

Peace River, AB.
Location contact is Mike McInnis; mike.mcinnis@canadanorthcamps.com; tele #780-488-3391

Delivery Date: January __, 2015 (lease start date)

Equipment Value: $1,712,000.00

EQUIMENT SPECIFICATIONS:

Manufacturer	Serial Number	Length	Width

(See Schedule B attached hereto and made a part hereof)

Rate Per Month: See Schedule A attached hereto; $47,593.60 per month plus GST.
Minimum Lease Term: forty-five (45) months

Lease Extension Option: fair market value to be negotiated.

Purchase Option: none.

Dismantle and Return Freight Charges Due at Lease End: none

Equipment shall be returned to: 14238 – 134 Avenue, Edmonton, AB T5L 5V8.

After the initial payment has been made, a monthly rental payment plus applicable taxes and fees shall be made on the same day of each month.

LESSEE: Peace River Lodge LP

Signature: ____________________
By: Peace River Lodge GP, Ltd, as GP
Print Name: Paul McCracken
Title: President
Date: January 23, 2015

LESSOR: Canada North Camps Inc.

Signature: ____________________

Print Name: Paul McCracken
Title: President
Date: January 23, 2015

Schedule B -Peace River Lodge LP -
Summary of Combined CNC Investment as at January 19, 2015

Assets	Date Paid	Amount	Currency	Notes
forgone profit on build		1,712,000.00	US	
		1,712,000.00		

1851239 Alberta Ltd
General Ledger Report 10/01/2017 to 08/22/2018
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
1917030	Loan - Wandering River					105,718.94 Cr
02/19/2018	*Wandering River LP	021918	J7597	264,842.40	-	159,123.46 Dr

Exhibit: D-27
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

18‿1239 Alberta Ltd
General Ledger Report 10/01/2016 to 09/30/2017
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
1917030	**Loan - Wandering River**					7,867.88	Cr
10/01/2016	*Wandering River LP: Enbridge: Wandering ...	100116-1	J10371	-	148,682.28	156,550.16	Cr
/01/2016	Transfer loan balance to Partners contribution	SM	J10411	156,552.30	-	2.14	Dr
.J/05/2016	CNC (CC Royal) >WR CWB	1396	J9878	22,036.88	-	22,039.02	Dr
11/30/2016	WR > CNC (GWE)	1028	J9876	-	24,800.00	2,760.98	Cr
12/09/2016	CNC > WR	W 6386BC	J4292	41,675.67	-	38,914.69	Dr
12/09/2016	WR > CNC	1031	J6189	-	41,675.67	2,760.98	Cr
12/31/2016	*Wandering River LP: Enbridge: Wandering ...	Dec16-1	J8602	20,108.50	-	17,347.52	Dr
12/31/2016	Wandering River Lodge LP	123116	J10409	-	387,632.33	370,284.81	Cr
12/31/2016	Wandering River Lodge LP	123116-1	J10410	-	281,905.77	652,190.58	Cr
12/31/2016	*Wandering River LP: Enbridge: Wandering ...	100117	J20363	147.00	-	652,043.58	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117	J10372	119.25	-	651,924.33	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-1	J10373	174.12	-	651,750.21	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-2	J10374	9,605.44	-	642,144.77	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-3	J10375	209.30	-	641,935.47	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-4	J10376	241.49	-	641,693.98	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-5	J10377	1,579.93	-	640,114.05	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-6	J10378	-	388.50	640,502.55	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-7	J10379	30.14	-	640,472.41	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-8	J10380	131.32	-	640,341.09	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-9	J10381	475.43	-	639,865.66	Cr
01/31/2017	*Wandering River LP: Enbridge: Wandering ...	013117-10	J10382	132.83	-	639,732.83	Cr
04/30/2017	*Wandering River LP: Enbridge: Wandering ...	43017	J19321	112,861.83	-	526,871.00	Cr
05/30/2017	*Wandering River LP: Enbridge: Wandering ...	053017	J20186	340,067.77	-	186,803.23	Cr
06/19/2017	Wandering River Lodge LP	123117	J21801	-	40,696.09	227,499.32	Cr
06/19/2017	*Wandering River LP: Wandering River LP	061917	J22626	120,749.92	-	106,749.40	Cr
08/14/2017	Pay WR CAFO Insurance for July 2017	Chq 1500948	J26814	1,030.46	-	105,718.94	Cr
				827,929.58	925,780.64		

1851[illegible]9 Alberta Ltd
General Ledger Report 10/01/2017 to 04/21/2018
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
1908000	Loan - Peace River Lodge					934,006.26	Dr
10/10/2017	CNC Kim's Visa pays Peace River Lodge Inv...	SA#69086 Sep...	J362	363.97	-	934,370.23	Dr
[illegible]0/2017	CNC BMO pays BVL Canglobal Inv#C1486 &...	EFT Oct 20.17	J2498	189.00	-	934,559.23	Dr
[illegible]06/2017	CNC-Kim's Visa pays Peace River Freson Br...	Freson Bros.	J1490	427.91	-	934,987.14	Dr
11/21/2017	CNC BMO pays PR Canglobal Tech Inv#C15...	EFT Nov 21.20...	J2362	189.00	-	935,176.14	Dr
12/07/2017	CNC Kim's visa pays Peace River Freson Br...	SA#Nov30.2017	J3103	351.48	-	935,527.62	Dr
01/09/2018	CNC- Kim's visa pays PR Freson Inv#72393 ...	CNC-Kim's V	J4890	343.75	-	935,871.37	Dr
02/06/2018	Canglboal - Peace River	EFT Feb 6	J6746	195.30	-	936,066.67	Dr
02/12/2018	CNC-Kim's V pays PR Freson Bros Inv# Jan...	Jan31.18 #715...	J7210	373.98	-	936,440.65	Dr
02/19/2018	*Peace River Lodge (1825196 AB Ltd)	PRE CCAA	J7598	26,646.24	-	963,086.89	Dr
02/19/2018	*Peace River Lodge (1825196 AB Ltd)	021918	J7599	152,396.41	-	1,115,483.30	Dr
02/20/2018	Deposit for Peace River fire camp bid(Advan...	013002852	J8014	1,000.00	-	1,116,483.30	Dr
03/08/2018	CNC-Kim's V pays PR Freson Inv#76513 Fe...	CNC-Kim'V03....	J8874	406.35	-	1,116,889.65	Dr
04/09/2018	CNC-Kim MC pays PR Freson Bros Inv#SOA...	CNC-Kim MC0...	J10603	75.39	-	1,116,965.04	Dr
04/18/2018	PR > CNC	W	J11196	-	67.29	1,116,897.75	Dr
				182,958.78	67.29		

Exhibit: D-28
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll [illegible]

1851239 Alberta Ltd
General Ledger Report 10/01/2016 to 09/30/2017
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
1908000	Loan - Peace River Lodge					502,597.61 Dr
[illegible]/11/2016	CNC loan PR	4554	J236	1,350.78	-	503,948.39 Dr
[illegible]1/2016	CNC loan PR - Saskarc	4552	J237	8,605.80	-	512,554.19 Dr
10/12/2016	CNC loan PR	A82BA7	J386	1,700.78	-	514,254.97 Dr
10/14/2016	PR personnel revenue reversal Sept25-30-bil...	RGN	J598	-	1,975.55	512,279.42 Dr
10/23/2016	CNC > PR	W399ECA	J757	5,168.78	-	517,448.20 Dr
11/01/2016	CNC > PR	4629	J1441	970.78	-	518,418.98 Dr
12/04/2016	CNC > Peace River	W AB532B	J3719	550.78	-	518,969.76 Dr
12/09/2016	CNC > PR	W 63B2F0	J4293	44,383.47	-	563,353.23 Dr
12/09/2016	PR > CNC	3241	J6191	-	44,383.47	518,969.76 Dr
12/13/2016	Freson Bros 49364 12/13/16 JoeP VISA	12/13/16 JoeP ...	J7293	333.01	-	519,302.77 Dr
12/15/2016	Canwest 000477 12/15/16 ChelseaVISA	12/15/16 Chels...	J8309	353.89	-	519,656.66 Dr
12/31/2016	*HLCNG LP: HLCNG LP	W 726B84	J5780	500.87	-	520,157.53 Dr
12/31/2016	*Wandering River LP: Enbridge: Wandering ...	W 72F3CF	J5781	395.87	-	520,553.40 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec 31-1	J8578	117,411.79	-	637,965.19 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16	J8579	33,537.79	-	671,502.98 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-2	J8580	6,197.81	-	677,700.79 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-3	J8581	458.51	-	678,159.30 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-4	J8582	10,229.38	-	688,388.68 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-5	J8583	1,185.48	-	689,574.16 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-6	J8584	3,207.65	-	692,781.81 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-7	J8585	3,320.01	-	696,101.82 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-8	J8586	174.85	-	696,276.67 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-9	J8587	16,656.34	-	712,933.01 Dr
12/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Dec16-10	J8588	200.19	-	713,133.20 Dr
01/03/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	W 4AA7AD	J5844	6.00	-	713,139.20 Dr
01/18/2017	CNC > PR Saskarc	W1088	J7443	8,605.80	-	721,745.00 Dr
01/19/2017	CNC > PR	W 73D7CE	J7578	30.78	-	721,775.78 Dr
01/19/2017	CNC > PR	W 741068	J7583	200.78	-	721,976.56 Dr
02/10/2017	CAFO Payment(adjusted ServiceFee)	Draft-57264275...	J15566	1,030.46	-	723,007.02 Dr
02/21/2017	*HLCNG LP: HLCNG LP	W 34C2CE	J11340	10,719.39	-	733,726.41 Dr
03/17/2017	CNC > PR	W C723FD	J13748	19,000.78	-	752,727.19 Dr
[illegible]9/2017	CNC > PR	W B476C6	J15138	920.78	-	753,647.97 Dr
[illegible]1/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	040117	J17663	30,661.78	-	784,309.75 Dr
04/01/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	040117-1	J17666	82,894.25	-	867,204.00 Dr
04/05/2017	CNC Paid Fres Bros (Kim's Visa)	Apr05.17Kim's...	J16903	333.54	-	867,537.54 Dr
04/28/2017	CNC > PR	W477E2F	J18030	930.00	-	868,467.54 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117	J21043	49,670.48	-	918,138.02 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-1	J21044	13,102.67	-	931,240.69 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-2	J21045	54.49	-	931,295.18 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-3	J21046	-	442.18	930,853.00 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-4	J21047	1,322.53	-	932,175.53 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-5	J21048	39.78	-	932,215.31 Dr
05/31/2017	*Peace River Lodge (1825196 AB Ltd): Peac...	053117-6	J21049	131.79	-	932,347.10 Dr
06/01/2017	Klovansky Contracting	June 1 old	J22251	1.00	-	932,348.10 Dr
06/01/2017	MacMillan Construction LTD	June 1 old	J22252	1.00	-	932,349.10 Dr
06/01/2017	Meston Group	June 1 old	J22253	1.00	-	932,350.10 Dr
06/01/2017	Renegade Oil & Gas Services LTD	June 1 old	J22254	1.00	-	932,351.10 Dr
06/01/2017	Rentco Equipment Ltd	June 1 old	J22255	1.00	-	932,352.10 Dr
06/01/2017	Watchorn Rentals Ltd.	June 1 old	J22256	1.00	-	932,353.10 Dr
06/01/2017	Waterline Resources INC.	June 1 old	J22257	1.00	-	932,354.10 Dr
06/01/2017	Worksite Construciton LTD	June 1 old	J22258	1.00	-	932,355.10 Dr
06/30/2017	Freson Bros.	Paid by Kim's V...	J22966	2,038.86	-	934,393.96 Dr
07/13/2017	CNC-Kim's Visa pays Freson Bros SA#06.30....	Freson Bros.06...	J23609	472.10	-	934,866.06 Dr
08/03/2017	CNC Kim's Visa Pays Freson Bros.	SA#65885	J26189	378.67	-	935,244.73 Dr
09/01/2017	PR BMO >CNC BMO	Sept01.17 B3947	J30004	-	2,000.00	933,244.73 Dr
09/06/2017	CNC Kim's Visa pays Peace River Freson Br...	Freson SA#675...	J27915	383.53	-	933,628.26 Dr
09/08/2017	Canglobal - Peace River	EFT Sept 8.17	J28109	378.00	-	934,006.26 Dr
				480,209.85	48,801.20	

1851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
1908000	Loan - Peace River Lodge					28,789.39 Dr
10/01/2015	D & R Equipment LTD	IN31366	J12969	-	5,040.00	23,749.39 Dr
1/2015	Peace River Lodge (1825196 AB Ltd)	IN31365	J16384	-	575.00	23,174.39 Dr
02/2015	Peace River Lodge (1825196 AB Ltd)	CR3568	J12976	254.00	-	23,428.39 Dr
10/04/2015	Peace River Lodge (1825196 AB Ltd)	CR3573	J12980	246.00	-	23,674.39 Dr
10/14/2015	Paid Peace River Inv 139-225	BTCH-267-MC-...	J758	-	1,233.75	22,440.64 Dr
10/14/2015	Max Fuel 19261/242615 10/14/15 Office VISA	10/14/15 Office...	J1030	9,000.00	-	31,440.64 Dr
10/14/2015	Max Fuel 242615/242873/243175 10/14/15 O...	10/14/15 Office...	J1032	9,000.00	-	40,440.64 Dr
10/14/2015	Max Fuel 243175/243510 10/14/15 Office VISA	10/14/15 Office...	J1033	9,000.00	-	49,440.64 Dr
10/14/2015	Max Fuel 243510/244663 10/14/15 Office VISA	10/14/15 Office...	J1034	9,000.00	-	58,440.64 Dr
10/14/2015	Avenge Energy Services Inc.	Cash	J12981	-	1,207.50	57,233.14 Dr
10/14/2015	Peace River Lodge (1825196 AB Ltd)	CR3654	J12983	1,207.50	-	58,440.64 Dr
10/15/2015	PR RGen	W4445073	J775	797.03	-	59,237.67 Dr
10/15/2015	Max Fuel 244663/245149 10/15/15 Office VISA	10/15/15 Office...	J1035	9,000.00	-	68,237.67 Dr
10/15/2015	Max Fuel 245149/245460 10/15/15 Office VISA	10/15/15 Office...	J1036	6,000.00	-	74,237.67 Dr
10/15/2015	Home Hardware 052693 10-22-15 Rob Visa	10-15-15 Rob ...	J1381	62.97	-	74,300.64 Dr
10/16/2015	PR CWB > CNC Royal to pay cummins by visa	3079	J969	-	50,809.50	23,491.14 Dr
10/16/2015	Max Fuel 245460/246552 10/16/15 Office VISA	10/16/15 Office...	J1037	1,802.10	-	25,293.24 Dr
10/19/2015	Paid Peace River Inv 139-230	BTCH-269-MC-...	J1026	-	246.75	25,046.49 Dr
10/19/2015	Cummins 12171 10/19/15 Office VISA	10/19/15 Office...	J1139	11,907.00	-	36,953.49 Dr
10/19/2015	Cummins 12172 10/19/15 Office VISA	10/19/15 Office...	J1140	38,902.50	-	75,855.99 Dr
10/19/2015	Peace River Lodge (1825196 AB Ltd)	664184156	J12585	973.10	-	76,829.09 Dr
10/19/2015	Peace River Lodge (1825196 AB Ltd)	664184157	J12587	153.33	-	76,982.42 Dr
10/19/2015	Peace River Lodge (1825196 AB Ltd)	004063	J15091	-	176.33	76,806.09 Dr
10/21/2015	PR pay CNC Loan	W C086B	J1174	-	52,118.63	24,687.46 Dr
10/22/2015	Shoppers Drug Mart 10083186 10-22-15 Rob...	10-22-15 Rob ...	J1344	257.88	-	24,945.34 Dr
10/22/2015	Shoppers Drug mart 10083194 10-22-15 Rob...	10-22-15 Rob ...	J1345	257.88	-	25,203.22 Dr
10/22/2015	Home hardware 10-22-15 Rob Visa	10-22-15 Rob ...	J2922	13.11	-	25,216.33 Dr
10/22/2015	Bartle and Gibson 8485131 10.22.15 RobVisa	10.22.15 RobVi...	J3307	315.03	-	25,531.36 Dr
10/23/2015	Bartle and Gibson 8488194 10.23.15 Robvisa	10.23.15 Robvisa	J3311	437.39	-	25,968.75 Dr
10/27/2015	CNC Loan > PR	WA9084C	J1346	8,000.78	-	33,969.53 Dr
10/30/2015	Dairy queen 010882 10-30-15 RobPvisa	10-30-15 RobP...	J4140	25.68	-	33,995.21 Dr
1/2015	To reverse accrued personnel revenue (inclu...	RGN	J10106	-	19,437.64	14,557.57 Dr
/2015	799430 AB LTD.	Cash	J12987	-	1,228.50	13,329.07 Dr
10/31/2015	*Peace River Lodge (1825196 AB Ltd): Peac...	IN31366:CRIN...	J32881	6,793.50	-	20,122.57 Dr
11/02/2015	Peace River Lodge (1825196 AB Ltd)	NOV15-7919	J15078	-	729.76	19,392.81 Dr
11/02/2015	Peace River Lodge (1825196 AB Ltd)	IN31415	J15086	-	575.00	18,817.81 Dr
11/11/2015	Peace River Lodge (1825196 AB Ltd)	NOV15-0168	J15082	-	576.06	18,241.75 Dr
11/13/2015	PR > CNC : RGen Paymnet	w303F9D	J2910	-	797.03	17,444.72 Dr
11/16/2015	PR RGen - Sept 2015	w4445073	J6794	797.03	-	18,241.75 Dr
11/16/2015	Peace River Lodge (1825196 AB Ltd)	NOV15-4174	J15076	-	859.88	17,381.87 Dr
11/23/2015	CanWest 791053 11/23/15 Kim VISA	11/23/15 Kim V...	J12149	286.02	-	17,667.89 Dr
11/26/2015	CanWest 791053 11/26/15 Kim VISA	11/26/15 Kim V...	J12150	20.46	-	17,688.35 Dr
12/01/2015	Peace River Lodge (1825196 AB Ltd)	IN31449	J15084	-	575.00	17,113.35 Dr
12/02/2015	Peace River Lodge (1825196 AB Ltd)	DEC15-7919	J15080	-	722.03	16,391.32 Dr
12/09/2015	Peace River Lodge (1825196 AB Ltd)	00003675001	J15093	-	73.55	16,317.77 Dr
12/10/2015	Entrec Corporation	139-60	J5980	-	22,561.87	6,244.10 Cr
12/10/2015	Peace River Lodge (1825196 AB Ltd)	163906	J16386	-	862.50	7,106.60 Cr
12/11/2015	Peace River Lodge (1825196 AB Ltd)	CRDec15-0168	J15089	788.68	-	6,317.92 Cr
12/12/2015	Peace River Lodge (1825196 AB Ltd)	CR00003440001	J15095	51.69	-	6,266.23 Cr
12/14/2015	Peace River Lodge (1825196 AB Ltd)	CRDEC15-4174	J18329	799.96	-	5,466.27 Cr
12/15/2015	PR RGen Nov 1-30.15 paid thru CNC Royal	W1210263	J9099	797.03	-	4,669.24 Cr
12/31/2015	Peace River Lodge (1825196 AB Ltd)	81886731	J12322	-	13,646.86	18,316.10 Cr
01/02/2016	Peace River Lodge (1825196 AB Ltd)	CRJan16-7919	J12994	657.55	-	17,658.55 Cr
01/06/2016	Peace River Lodge (1825196 AB Ltd)	CRIN31500	J13000	525.00	-	17,133.55 Cr
01/06/2016	D & R Equipment LTD	Cash	J13001	-	525.00	17,658.55 Cr
01/15/2016	Peace River RGen, Dec 1-31.2015, 01/15/2016	PR RGen	J9131	797.03	-	16,861.52 Cr
01/15/2016	Cummins 12586 01-15-16 office visa	01-15-16 office ...	J9363	25,404.75	-	8,543.23 Dr
01/15/2016	Cummins 12585 01-15-16 office visa	01-15-16 office ...	J9364	48,452.25	-	56,995.48 Dr
01/17/2016	PR RGen Arrears 2015	W8565	J9202	60.30	-	57,055.78 Dr
01/29/2016	PR GST - CNC	EDD3EA	J10647	-	38,719.66	18,336.12 Dr
01/29/2016	canwest propane 837769 01-29-2016 kimvisa	01-29-2016 kim...	J13173	285.62	-	18,621.74 Dr
02/01/2016	Peace River GST, Oct-Dec.15, Pd. 02/01/2016	PR GST	J10635	38,719.66	-	57,341.40 Dr
0 2016	cummins 12763 02-09-16 officevisa	02-09-16 office...	J12308	16,936.50	-	74,277.90 Dr
0 2016	PR > CNC	W16D4DE	J12911	-	30,000.87	44,277.03 Dr
02/25/2016	Max Fuel 19399 246427 246552 02/25/16 Off...	02/25/16 Office...	J14012	8,807.50	-	53,084.53 Dr
03/10/2016	Paid Peace River Inv 139-224, 139-227, 139-...	BTCH-377-VI-7...	J15461	-	3,118.50	49,966.03 Dr

1851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
03/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Mar16-1	J20143	38,560.19	-	88,526.22 Dr
03/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Mar16-2	J20144	21,716.33	-	110,242.55 Dr
11/2016	Canwest 908452 04/11/16 Kim VISA	04/11/16 Kim V...	J18388	296.11	-	110,538.66 Dr
12/2016	CNC loan PR	558BE1	J20979	8,000.78	-	118,539.44 Dr
05/31/2016	CNC loan PR	8F0CD4	J22416	2,000.78	-	120,540.22 Dr
06/01/2016	CNC loan PAR	DC2AE7	J22511	18,000.78	-	138,541.00 Dr
06/01/2016	Freson Bros 41322 06/01/16 JP VISA	06/01/16 JP VI...	J24580	391.72	-	138,932.72 Dr
06/06/2016	CNC loan PR	7B87CB	J22719	2,500.78	-	141,433.50 Dr
06/27/2016	Peace Sign & Graphic 5751 06/27/16 Office...	06/27/16 Office...	J24588	2,926.83	-	144,360.33 Dr
06/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Jun16	J27643	63,482.65	-	207,842.98 Dr
07/15/2016	Freson Bros 42753/44420 07/15/16 JP VISA	07/15/16 JP VI...	J29194	951.96	-	208,794.94 Dr
07/31/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	Jul16	J27644	18,099.11	-	226,894.05 Dr
09/13/2016	CNC loan to PR	W 5D5EE4	J30843	202,163.08	-	429,057.13 Dr
09/16/2016	CNC > PR	W 3EF120	J31401	30,000.78	-	459,057.91 Dr
09/20/2016	Freson Bros Jul/Aug16-47443 09/20/16 JP ...	09/20/16 JP VI...	J33107	660.41	-	459,718.32 Dr
09/23/2016	CNC loan PR	831F62	J31695	3,800.78	-	463,519.10 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016	J32792	1,209.92	-	464,729.02 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-1	J32793	3,622.50	-	468,351.52 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-2	J32794	90.45	-	468,441.97 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-3	J32795	30.18	-	468,472.15 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-4	J32796	4,662.79	-	473,134.94 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-5	J32797	25,086.44	-	498,221.38 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	93016-6	J32798	2,227.37	-	500,448.75 Dr
09/30/2016	*Peace River Lodge (1825196 AB Ltd): Peac...	093016-6	J32802	173.31	-	500,622.06 Dr
09/30/2016	PR personnel revenue accrual Sept25-30-bill...	RGN	J32935	1,975.55	-	502,597.61 Dr
				720,225.39	246,417.17	

1851239 Alberta Ltd
General Ledger Report 10/01/2017 to 04/21/2018
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
1917020	**Loan - Bonnyville LP**					748,002.03	Dr
20/2017	CNC BMO pays BVL Canglobal Inv#C1486 &...	EFT Oct 20.17	J2498	189.00	-	748,191.03	Dr
7/2017	CNC BMO pays Bonnyville Direct Energy Inv...	BMO W9908	J1040	16.48	-	748,207.51	Dr
11/21/2017	CNC BMO pays Bonnyville Canglobal Techn...	EFT Nov21.2017	J2361	189.00	-	748,396.51	Dr
12/18/2017	CNC BMO pays Bonnyville Direct Energy Inv...	CNC-BMO#52...	J3545	2,245.87	-	750,642.38	Dr
12/18/2017	CNC BMO pays Bonnyvill Canglobal Inv#C15...	CNC BMOEFT...	J3618	198.48	-	750,840.86	Dr
02/06/2018	Canglobal EFT for Bonnyville Lodge	EFT	J6745	195.30	-	751,036.16	Dr
02/07/2018	Direct Energy 5498 BL	W6108718	J6742	3,615.48	-	754,651.64	Dr
02/19/2018	*Bonnyville Lodge LP	PRE CCAA	J7595	9,732.32	-	764,383.96	Dr
02/19/2018	*Bonnyville Lodge LP	021918	J7596	74,784.28	-	839,168.24	Dr
03/22/2018	CNC-BMO pays BVL Direct Energy Inv#Jan1...	B#1226269	J9650	3,600.39	-	842,768.63	Dr
04/18/2018	BL > CNC	W2526	J11188	-	5.29	842,763.34	Dr
				94,766.60	5.29		

Exhibit: D-29
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll BN

1851239 Alberta Ltd
General Ledger Report 10/01/2016 to 09/30/2017
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
1917020	Loan - Bonnyville LP					576,315.00 Dr
'01/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	100116	J11493	-	87,218.78	489,096.22 Dr
,2/2016	CNC loan BNVL	A84D5D	J392	1,700.78	-	490,797.00 Dr
10/14/2016	BVL personnel revenue reversal Sept25-30-b...	RGN	J3517	-	5,736.21	485,060.79 Dr
10/31/2016	Amalgamate CCS and CNC BL	Oct16	J11271	2,905.01	-	487,965.80 Dr
11/01/2016	CNC Royal > BL CWB	4627	J1442	700.78	-	488,666.58 Dr
11/21/2016	Waste Management 338655/340728/342828/...	11/21/16 Mega...	J6779	425.83	-	489,092.41 Dr
12/01/2016	CNC > BL	A7B9A6	J3549	1,000.78	-	490,093.19 Dr
12/02/2016	Direct Energy 5498 Bonnyville	W60	J3694	7,220.16	-	497,313.35 Dr
12/04/2016	CNC > BVL	W AEA747	J3723	3,000.78	-	500,314.13 Dr
12/09/2016	CNC > BL	W 632655	J4291	38,050.87	-	538,365.00 Dr
12/09/2016	BL > CNC Royal	1028	J6187	-	38,007.07	500,357.93 Dr
12/16/2016	CNC CWB > BONNYVILLE CWB	W8A758D	J4813	10,000.00	-	510,357.93 Dr
12/23/2016	CNC CWB>Bonnyville CWB	12.23.16CWB	J6194	10,000.00	-	520,357.93 Dr
12/30/2016	CNC > BL	W 0B2A11	J5762	975.78	-	521,333.71 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13-1	J8589	63,931.45	-	585,265.16 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13-2	J8590	112.30	-	585,377.46 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13-3	J8591	127.93	-	585,505.39 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13-4	J8592	422.76	-	585,928.15 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13- 4	J8593	199.06	-	586,127.21 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13- 5	J8594	254.78	-	586,381.99 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13- 6	J8595	5,628.67	-	592,010.66 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec13- 7	J8596	111.71	-	592,122.37 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec16- 8	J8597	15.63	-	592,138.00 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec16- 9	J8598	127.93	-	592,265.93 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec16- 10	J8599	290.42	-	592,556.35 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec16- 11	J8600	199.06	-	592,755.41 Dr
12/31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Dec16- 12	J8601	176.03	-	592,931.44 Dr
01/06/2017	CNC > BL	W 41E0EB	J6217	20,000.00	-	612,931.44 Dr
01/08/2017	Great White Sand Tiger Lodging Ltd	Moved to CNC ...	J20188	-	31,293.33	581,638.11 Dr
01/12/2017	CNC CWB > BVL CWB	W 49CCB4	J6946	20,000.00	-	601,638.11 Dr
01/19/2017	CNC > BL	W733877	J7574	425.78	-	602,063.89 Dr
0/2017	CAFO Payment(adjusted ServiceFee)	Draft-57264275...	J15566	1,030.46	-	603,094.35 Dr
0/2017	Bonnyville Direct Energy	CNCRoyal03.2...	J17086	8,685.18	-	611,779.53 Dr
03/27/2017	BL > CNC for Sandtiger payment	W1601CA	J16284	-	15,450.00	596,329.53 Dr
03/27/2017	Web transfer to Great White Sand Tiger	W1273690000	J17901	50,000.00	-	646,329.53 Dr
04/28/2017	CNC > BL	W4718D8	J18029	875.00	-	647,204.53 Dr
05/08/2017	CNC Pays Bonnyville Direct Energy#Mar17-5...	CNC Royal W2...	J18523	3,002.09	-	650,206.62 Dr
05/31/2017	CNC > BL	WED56D1	J20197	1,000.77	-	651,207.39 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	083117	J21057	67,736.58	-	718,943.97 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-1	J21058	789.15	-	719,733.12 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-2	J21059	282.40	-	720,015.52 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-3	J21060	32.27	-	720,047.79 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-4	J21061	90.70	-	720,138.49 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-5	J21062	327.71	-	720,466.20 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-6	J21063	416.81	-	720,883.01 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-7	J21064	157.11	-	721,040.12 Dr
05/31/2017	*Bonnyville Lodge LP: Bonnyville Lodge LP	053117-8	J21065	549.33	-	721,589.45 Dr
06/01/2017	DeRose Bros. Meats Ltd.	June 1 old	J22265	1.00	-	721,590.45 Dr
06/01/2017	Great White Sand Tiger Lodging Ltd	June 1 old	J22266	1.00	-	721,591.45 Dr
06/07/2017	BL Direct Energy	W7880	J20837	5,825.57	-	727,417.02 Dr
06/11/2017	Sandtiger for Bonnyville Lodge LP	EFT	J21256	10,000.00	-	737,417.02 Dr
07/14/2017	Direct Energy - BL	W8000	J23388	2,473.88	-	739,890.90 Dr
08/01/2017	CNC > BL Direct Energy	W623	J24776	2,325.89	-	742,216.79 Dr
09/05/2017	Direct Energy BL	W4057800	J27651	1,738.70	-	743,955.49 Dr
09/08/2017	CanGlobal - Bonnyville	EFT Sept 8.17	J28112	378.00	-	744,333.49 Dr
09/28/2017	Direct Energy - Bonnyville 5498	W7220	J29595	1,834.27	-	746,167.76 Dr
09/28/2017	CNC Royal pays Bonnyville Direct Engergy I...	W7220	J29687	1,834.27	-	748,002.03 Dr
				349,392.42	177,705.39	

1851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
1917020	**Loan - Bonnyville LP**					927,754.83	Dr
06/2015	Paid Bonnyville Inv 137-312	BTCH-256-MC-...	J300	-	860.00	926,894.83	Dr
8/2015	Paid Bonnyville Inv 137-309	BTCH-261-MC-...	J517	-	860.00	926,034.83	Dr
10/14/2015	Paid Bonnyville Inv 137-310	BTCH-264-MC-...	J659	-	430.00	925,604.83	Dr
10/15/2015		10-15-15 M Le...	J3140	13.24	-	925,618.07	Dr
10/27/2015	Paid Bonnyville Inv 137-316	BTCH-279-MC-...	J1370	-	215.00	925,403.07	Dr
10/27/2015	Paid Bonnyville Inv 137-320	BTCH-280-MC-...	J1371	-	645.00	924,758.07	Dr
10/29/2015	Paid Bonnyville Inv 137-318	BTCH-284-MC-...	J1621	-	860.00	923,898.07	Dr
10/31/2015	To reverse accrued personnel revenue (inclu...	RGN	J10106	-	1,977.72	921,920.35	Dr
11/02/2015	Paid bonnyville Inv 137-327	BTCH-287-MC-...	J1858	-	860.00	921,060.35	Dr
11/02/2015	Paid Bonnyville Inv 137-328	BTCH-288-MC-...	J1860	-	860.00	920,200.35	Dr
11/03/2015	Paid Bonnyville Inv 137-326	BTCH-290-MC-...	J1887	-	860.00	919,340.35	Dr
11/03/2015	Paid Bonnyville Inv 137-322 & 137-323	BTCH-289-MC-...	J1889	-	1,505.00	917,835.35	Dr
11/03/2015	CNC loan > Bonnyville	W BFF881	J1945	8,000.78	-	925,836.13	Dr
11/09/2015	Paid Bonnyville Inv 137-330	BTCH-294-MC-...	J2448	-	645.00	925,191.13	Dr
11/09/2015	Paid Bonnyville Inv 137-333	BTCH-296-MC-...	J2449	-	1,075.00	924,116.13	Dr
11/12/2015	Paid Bonnyville Inv 137-319	BTCH-299-MC-...	J2777	-	430.00	923,686.13	Dr
11/12/2015	Paid Bonnyville Inv 137-329	BTCH-300-MC-...	J2778	-	430.00	923,256.13	Dr
11/17/2015	Paid Bonnyville Inv 137-334	BTCH-302-MC-...	J3150	-	430.00	922,826.13	Dr
11/17/2015	Paid Bonnyville Inv 137-337	BTCH-303-MC-...	J3151	-	1,290.00	921,536.13	Dr
11/17/2015	Paid Bonnyville Inv 137-338	BTCH-304-MC-...	J3159	-	1,075.00	920,461.13	Dr
11/23/2015	Direct Energy Sept,Oct15-6993 11/23/15 108...	11/23/15 1080...	J4036	8,985.50	-	929,446.63	Dr
11/24/2015	CNC loan BVL	B3F132	J3954	3,500.78	-	932,947.41	Dr
11/25/2015	Cummins 12418 11-25-15 Kim Visa	11-25-15 Kim V...	J4468	1,260.00	-	934,207.41	Dr
11/25/2015	Cummins 12416 11-25-15 Kim Visa	11-25-15 Kim V...	J4470	1,260.00	-	935,467.41	Dr
11/25/2015	Cummins 12417 11-25-15 Kim Visa	11-25-15 Kim V...	J4475	1,260.00	-	936,727.41	Dr
11/25/2015	Cummins 12415 11-25-15 Kim Visa	11-25-15 Kim V...	J4481	1,260.00	-	937,987.41	Dr
12/01/2015	Paid Bonnyville Inv 137-342	BTCH-311-MC-...	J4287	-	860.00	937,127.41	Dr
12/01/2015	Paid Bonnyville Inv 137-340	BTCH-312-MC-...	J4336	-	430.00	936,697.41	Dr
12/01/2015	Paid Bonnyville Inv 137-339	BTCH-313-MC-...	J4337	-	215.00	936,482.41	Dr
12/02/2015	Paid Bonnyville Inv 137-344	BTCH-314-MC-...	J4478	-	645.00	935,837.41	Dr
12/02/2015	Paid Bonnyville Inv 137-345	BTCH315-MC-...	J4483	-	645.00	935,192.41	Dr
8/2015	Paid Bonnyville Inv 137-347	BTCH-321-MC-...	J5184	-	645.00	934,547.41	Dr
8/2015	Paid Bonnyville Inv 137-349	BTCH-322-MC-...	J5193	-	645.00	933,902.41	Dr
12/08/2015	Paid Bonnyville Inv 137-350	BTCH-323-MC-...	J5198	-	860.00	933,042.41	Dr
12/08/2015	Paid Bonnyville Inv 137-351	BTCH-324-MC-...	J5205	-	860.00	932,182.41	Dr
12/14/2015	Paid Bonnyville Inv 137-352	BTCH-329-MC-...	J6095	-	645.00	931,537.41	Dr
12/14/2015	Paid Bonnyville Inv 137-354	BTCH-330-MC-...	J6097	-	860.00	930,677.41	Dr
12/14/2015	Paid Bonnyville Inv 137-356	BTCH-331-MC-...	J6098	-	860.00	929,817.41	Dr
12/23/2015	Paid Bonnyville Inv 137-358	BTCH-345-MC-...	J7121	-	645.00	929,172.41	Dr
12/23/2015	Paid Bonnyville Inv 137-359	BTCH-346-MC-...	J7123	-	645.00	928,527.41	Dr
01/08/2016	Paid Bonnyville Inv 137-364	BTCH-353-MC-...	J8462	-	860.00	927,667.41	Dr
01/12/2016	Eecol Electric 3398440 01-12-16 robvisa	01-12-16 robvisa	J13645	3.09	-	927,670.50	Dr
01/12/2016	Home Hardware 02619179 01-12-16 Robvisa	01-12-16 Robvi...	J13651	11.01	-	927,681.51	Dr
01/15/2016	Cummins 12590 01-15-16 office visa	01-15-16 office ...	J9335	1,260.00	-	928,941.51	Dr
01/15/2016	Cummins 12591 01-15-16 office visa	01-15-16 office ...	J9340	1,260.00	-	930,201.51	Dr
01/18/2016	Paid Bonnyville Inv 137-372	BTCH-359-MC-...	J9456	-	1,290.00	928,911.51	Dr
01/18/2016	T & T Iron Horse cafe 032585 01-18-16 robvi...	01-18-16 robvisa	J13536	45.98	-	928,957.49	Dr
01/18/2016	Home hardware 01172083 01-18-16 robvisa	01-18-16 robvisa	J13707	99.00	-	929,056.49	Dr
01/27/2016	Paid Bonnyville Inv 137-369	BTCH-364-MC-...	J10217	-	1,075.00	927,981.49	Dr
01/27/2016	Paid Bonnyville Inv 137-370 & 137-373	BTCH-365-MC-...	J10220	-	1,290.00	926,691.49	Dr
01/27/2016	home hardware 01174570 01-27-16 robvisa	01-27-16 robvisa	J13619	50.85	-	926,742.34	Dr
01/27/2016	Home dept 2580974 01-27-16 robvisa	01-27-16 robvisa	J13622	347.50	-	927,089.84	Dr
01/28/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-1	J14263	64,595.62	-	991,685.46	Dr
01/28/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-2	J14264	70,579.72	-	1,062,265.18	Dr
01/28/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-3	J14265	32,138.02	-	1,094,403.20	Dr
01/28/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-4	J14266	31,146.22	-	1,125,549.42	Dr
01/28/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-5	J14267	60,209.23	-	1,185,758.65	Dr
01/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jan16-6	J14268	18,498.36	-	1,204,257.01	Dr
02/09/2016	cummings 12772 02-09-16 officevisa	02-09-16 office...	J12312	1,260.00	-	1,205,517.01	Dr
02/09/2016	cummings 12774 02-09-16 officevisa	02-09-16 office...	J12313	420.00	-	1,205,937.01	Dr
02/12/2016	CNC loan Bonnyville	746DE1	J12476	500.78	-	1,206,437.79	Dr
1/2016	Waste Mgm 20+-328192	03-11-16 office...	J15473	575.97	-	1,207,013.76	Dr
4/2016	Direct Energy - Bonnyville Lodge	W9068	J15684	24,148.33	-	1,231,162.09	Dr
22/2016	CNC > BL	W ECE3EE	J16669	2,000.78	-	1,233,162.87	Dr
05/10/2016	CNC loan BVL	CB4015	J20836	300.78	-	1,233,463.65	Dr
06/01/2016	CNC loan BVL	DC87B8	J22512	5.78	-	1,233,469.43	Dr

1851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
06/01/2016	Direct Energy Mar/Apr16-6993 06/01/16 Roy...	06/01/16 Royal...	J22521	8,820.06	-	1,242,289.49	Dr
'30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jun16	J27638	46,800.40	-	1,289,089.89	Dr
31/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	Jul16	J27636	9,144.00	-	1,298,233.89	Dr
08/04/2016	Waste Management 209-03017 08/04/16 Offi...	08/04/16 Office...	J27362	13.79	-	1,298,247.68	Dr
08/04/2016	Direct Energy BL	W5326	J27452	3,348.40	-	1,301,596.08	Dr
08/29/2016	Direct Energy Jun/Jul/Aug16-6993 08/29/16 ...	08/29/16 Royal...	J29708	9,204.38	-	1,310,800.46	Dr
09/06/2016	CNC > Bonnyville	W FD64C5	J30199	2,200.78	-	1,313,001.24	Dr
09/11/2016	BL CWB > CNC CWB	W C104E8	J30595	-	2,200.87	1,310,800.37	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-23	J32822	248.75	-	1,311,049.12	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-24	J32823	41.05	-	1,311,090.17	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-25	J32824	428.52	-	1,311,518.69	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-26	J32825	249.89	-	1,311,768.58	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-27	J32826	64.86	-	1,311,833.44	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-28	J32827	199.06	-	1,312,032.50	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-29	J32828	15,240.59	-	1,327,273.09	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-30	J32829	127.93	-	1,327,401.02	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-31	J32830	5,167.25	-	1,332,568.27	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-32	J32831	40.45	-	1,332,608.72	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-33	J32832	-	1,575.00	1,331,033.72	Dr
09/30/2016	*Bonnyville Lodge LP: Bonnyville Lodge LP	093016-34	J32833	167,299.95	-	1,498,333.67	Dr
09/30/2016	BVL personnel revenue accrual Sept25-30-bil...	RGN	J32933	5,736.21	-	1,504,069.88	Dr
09/30/2016	Tsfr loan account to partners contribution in B...	BMS	J33596	-	927,754.88	576,315.00	Dr
				609,373.64	960,813.47		

1851239 Alberta Ltd
General Ledger Report 10/01/2017 to 04/21/2018
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
1917010	**Loan - Monias Lodge**					1,235,987.29 Dr
7/2017	CNC Office Visa pays Monias Waste manage...	CNC Office Visa	J1091	86.27	-	1,236,073.56 Dr
4/2017	CNC Office visa pays Monias Dentons Inv#3...	3302671	J2573	714.68	-	1,236,788.24 Dr
				800.95	-	

Exhibit: D-30
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

851239 Alberta Ltd
General Ledger Report 10/01/2016 to 09/30/2017
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
						1,728,895.06	Dr
917010	Loan - Monias Lodge						
/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	100116	J10390	-	189,775.55	1,539,119.51	Dr
.3/2016	CNC loan HLCNG(Deposited to Monias)	EDD806	J1316	2,600.78	-	1,541,720.29	Dr
10/14/2016	MLAM personnel rev reversal Sept25-30-bill...	RGN	J618	-	297.60	1,541,422.69	Dr
10/25/2016	Monias > CNC	W BDDFA5	J770	-	1,460.87	1,539,961.82	Dr
11/01/2016	CNC > Monias Lodge	4628	J1440	945.78	-	1,540,907.60	Dr
12/02/2016	Enmax Monias Lodge	W7883	J3671	14,130.80	-	1,555,038.40	Dr
12/02/2016	CNC > Monias	W AE07E4	J3721	6,000.78	-	1,561,039.18	Dr
12/02/2016	Canwest Propane payment	12-02-16 Mikev...	J5293	11,223.78	-	1,572,262.96	Dr
12/09/2016	CNC > Monais	W 62E55C	J4290	42,500.87	-	1,614,763.83	Dr
12/09/2016	Monias > CNC Royal	4115	J6185	-	42,500.87	1,572,262.96	Dr
12/14/2016	CNC > Monias Enmax	W5388	J4715	10,000.00	-	1,582,262.96	Dr
12/19/2016	CanWest Propane 177744 12/19/16 Chelsea...	12/19/16 Chels...	J8307	6,000.00	-	1,588,262.96	Dr
12/31/2016	*HLCNG LP: HLCNG LP	W71F8C9	J5779	928.87	-	1,589,191.83	Dr
12/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	123116	J8678	31.78	-	1,589,223.61	Dr
12/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	123116-1	J8679	3,431.83	-	1,592,655.44	Dr
12/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	123116-2	J8680	8,640.87	-	1,601,296.31	Dr
12/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	123116-3	J8681	106.50	-	1,601,402.81	Dr
12/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	123116-4	J8682	15,982.13	-	1,617,384.94	Dr
01/03/2017	McC > CNC > Monias	W 4CA69	J5847	8.00	-	1,617,392.94	Dr
01/09/2017	CanWest Propane 197445 01/09/17 KimVISA	01/09/17 KimVI...	J8072	6,500.00	-	1,623,892.94	Dr
01/19/2017	CNC > Monias	W 72F9D9	J7573	30.78	-	1,623,923.72	Dr
02/03/2017	Canwest Propane 224005 02/03/17 MikeM ...	02/03/17 Mike...	J10044	9,662.99	-	1,633,586.71	Dr
02/03/2017	Monias CWB>CNC Royal	BnkDft#789381	J12188	-	46,000.87	1,587,585.84	Dr
02/06/2017	Monias > CNC	Draft789386	J9561	-	42,000.87	1,545,584.97	Dr
02/08/2017	ML > CNC > 816	FIF295	J9718	-	10,000.87	1,535,584.10	Dr
03/02/2017	CNC paid Canwest invoices#20365900;248158	CNC-Shayne's...	J17155	9,074.90	-	1,544,659.00	Dr
03/07/2017	CNC > Monias Enmax	W6577	J12604	25,000.00	-	1,569,659.00	Dr
03/09/2017	Wastemanagement Monias	CNC Visa Megan	J12755	1,206.48	-	1,570,865.48	Dr
03/17/2017	CNC > Monias	W C7A5C4	J13751	9,200.78	-	1,580,066.26	Dr
03/21/2017	CNC > Monias	W	J14005	4,000.78	-	1,584,067.04	Dr
/21/2017	Waste Management - Monias Lodge	078259	J14027	1,081.39	-	1,585,148.43	Dr
/2017	Waste Management - Monais Lodge	027049	J14028	3,294.51	-	1,588,442.94	Dr
03/25/2017	Monias repay CNC	W78D725	J14832	-	201,763.25	1,386,679.69	Dr
03/27/2017	Monais > CNC	W 179469	J14879	-	100,000.87	1,286,678.82	Dr
04/20/2017	Monais > CNC	WC610B5	J17482	-	50,000.00	1,236,678.82	Dr
04/24/2017	ML > CNC Ln	W18C25E	J17669	-	40,000.87	1,196,677.95	Dr
05/31/2017	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	053117	J21051	47,527.26	-	1,244,205.21	Dr
06/01/2017	ATCO Electric	June 1 old	J22250	1.00	-	1,244,206.21	Dr
06/01/2017	Lac La Biche County	June 1 old	J22259	1.00	-	1,244,207.21	Dr
06/01/2017	Fortis Alberta	June 1 old	J22260	1.00	-	1,244,208.21	Dr
06/01/2017	Greystone Electric Ltd	June 1 old	J22261	1.00	-	1,244,209.21	Dr
06/01/2017	Summit Electric Maintenance	June 1 old	J22262	1.00	-	1,244,210.21	Dr
06/01/2017	Clark's Plumbing and Heating	June 1 old	J22263	1.00	-	1,244,211.21	Dr
06/01/2017	Canwest Propane Partnership 724163	June 1 old	J22264	1.00	-	1,244,212.21	Dr
06/19/2017	CNC > Monias	W11A530	J21822	10.00	-	1,244,222.21	Dr
08/03/2017	ML > CNC	W 10326	J25036	-	8,500.00	1,235,722.21	Dr
09/25/2017	CNC-Office Visa pays Monias Waste Manag...	AN#040748	J29240	265.08	-	1,235,987.29	Dr
				239,394.72	732,302.49		

851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance
						47,967.37 Cr
917010	Loan - Monias Lodge					
/2015	Cummins 12132 10-09-2015 Off Visa	10-09-2015 Off...	J3559	12,117.00	-	35,850.37 Cr
/09/2015	Cummins 12133 10-09-15 Off Visa	10-09-15 Off Vi...	J3561	19,488.00	-	16,362.37 Cr
10/09/2015	Cummins 12134 10-09-2015 Off Visa	10-09-2015 Off...	J3563	3,543.75	-	12,818.62 Cr
10/09/2015	Cummins 12137 10-09-2015 Off Visa	10-09-2015 Off...	J3565	803.25	-	12,015.37 Cr
10/09/2015	Cummins 12136 10-09-2015 Off Visa	10-09-2015 Off...	J3567	1,275.75	-	10,739.62 Cr
10/09/2015	Cummins 12135 10-09-2015 Off Visa	10-09-2015 Off...	J3569	1,275.75	-	9,463.87 Cr
10/09/2015	Monias to CNC - CUMMINS	4056	J4037	-	38,503.50	47,967.37 Cr
10/15/2015	Monias RGen	W4442753	J774	797.03	-	47,170.34 Cr
10/22/2015	Pain Monias Inv 133-490	BTCH-272-VI-4...	J1200	-	493.50	47,663.84 Cr
10/31/2015	To reverse accrued personnel revenue (inclu...	RGN	J10106	-	13,417.19	61,081.03 Cr
10/31/2015	To reverse accrued rent to Monias from Blac...	RGN	J10155	-	227,990.00	289,071.03 Cr
10/31/2015	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	BlackDiamond ...	J19285	275,310.00	-	13,761.03 Cr
11/01/2015	Dave's Billiard Service	Cash	J13244	-	882.00	14,643.03 Cr
11/13/2015	Monias > CNC : Rgen Payment	w301651	J2909	-	797.03	15,440.06 Cr
11/16/2015	Monias Lodge RGen - Sept 2015	w4442753	J6793	797.03	-	14,643.03 Cr
11/25/2015	Cummins 12405, 11-25-15 Kim's Visa	11-25-15 Kim V...	J4410	19,488.00	-	4,844.97 Dr
11/25/2015	Cummins 12404 11-25-15 Kim Visa	11-25-15 Kim V...	J4411	19,488.00	-	24,332.97 Dr
11/25/2015	Cummins 12406 11-25-15 Kim Visa	11-25-15 Kim V...	J4418	2,756.25	-	27,089.22 Dr
11/25/2015	Cummins 12407 11-25-15 Kim Visa	11-25-15 Kim V...	J4420	2,756.25	-	29,845.47 Dr
11/25/2015	Cummins 12408 11-25-15 Kim Visa	11-25-15 Kim V...	J4421	2,756.25	-	32,601.72 Dr
11/25/2015	Cummins 12414 11-25-15 Kim Visa	11-25-15 Kim V...	J4422	803.25	-	33,404.97 Dr
11/25/2015	Cummins 12413 11-25-15 Kim Visa	11-25-15 Kim V...	J4423	803.25	-	34,208.22 Dr
11/25/2015	Cummins 12412 11-25-15 Kim Visa	11-25-15 Kim V...	J4424	803.25	-	35,011.47 Dr
11/25/2015	Cummins 12409 11-25-15 Kim Visa	11-25-15 Kim V...	J4430	1,275.75	-	36,287.22 Dr
11/25/2015	Cummins 12410 11-25-15 Kim Visa	11-25-15 Kim V...	J4433	1,275.75	-	37,562.97 Dr
11/25/2015	Cummins 12411 11-25-15 Kim Visa	11-25-15 Kim V...	J4434	1,275.75	-	38,838.72 Dr
12/02/2015	Canwest Propane 737017-1 12/02/15 Office ...	12/02/15 Office...	J4577	5,146.52	-	43,985.24 Dr
12/06/2015	CNC repay Monias Loan	WD12A34	J4887	-	35,000.87	8,984.37 Dr
12/10/2015	Petro Canada 777277 12-10-15 JohnFvisa	12-10-15 JohnF	J11277	80.00	-	9,064.37 Dr
12/14/2015	Petro Canada 276068 12-14-15 JohnFvisa	12-14-15 John...	J11288	55.04	-	9,119.41 Dr
5/2015	Monias RGen Nov 1-30.15 paid by CNC Royal	W1209143	J9096	797.03	-	9,916.44 Dr
7/2015	CNC loan to Monias	W 07C04E	J6397	1,000.78	-	10,917.22 Dr
12/21/2015	RobWel 1331A 12/21/15 Kim's VISA	12/21/15 Kim's ...	J6696	2,275.49	-	13,192.71 Dr
12/30/2015	Canwest 793507 12/30/15 Office Visa	12/30/15 Office...	J7896	5,523.06	-	18,715.77 Dr
01/04/2016	Venture building 022329 01-04-16 Robvisa	01-04-16 Robvi...	J16792	67.18	-	18,782.95 Dr
01/04/2016	Home dept 5052975 01-04-16 Robvisa	01-04-16 Robvi...	J16795	150.17	-	18,933.12 Dr
01/05/2016	CNC loan Monias - Kingodm Cats Payment	101467	J7785	10,260.60	-	29,193.72 Dr
01/06/2016	00530754001315, Bluewave Energy - VISA	Cash	J13509	-	11,867.36	17,326.36 Dr
01/11/2016	Paid Monias Inv 133-516	BTCH-354-VI-9...	J8682	-	1,837.50	15,488.86 Dr
01/15/2016	Cummins 12584 01-15-16 office visa	01-15-16 office ...	J9351	19,488.00	-	34,976.86 Dr
01/15/2016	Cummin's 12587 01-15-16 office visa	01-15-16 office ...	J9357	2,756.25	-	37,733.11 Dr
01/15/2016	Cummins 12589 01-15-16 office visa	01-15-16 office ...	J9361	803.25	-	38,536.36 Dr
01/15/2016	Monias RGen, Dec 1-31.2015, 01/15/2016	Monias RGen	J12392	797.03	-	39,333.39 Dr
01/18/2016	Paid Monias Inv 133-519	BTCH-357-VI-9...	J9454	-	2,756.25	36,577.14 Dr
01/18/2016	Pain Monias Inv 133-522	BTCH-358-VI-6...	J9455	-	535.50	36,041.64 Dr
01/20/2016	EPCOR Dec15-5798 01-20-16 Royal1080	01-20-16 Royal...	J10132	3,031.90	-	39,073.54 Dr
01/21/2016	Action Security 0441808 01-21-16 Ryanvisa	01-21-16 ryanvi...	J13476	25.12	-	39,098.66 Dr
01/21/2016	Wolseley 8038005 01/21/16 ChelseaVISA	01/21/16 Chels...	J14204	46.36	-	39,145.02 Dr
01/21/2016	Candian Industrial Electrical 81522 01/21/16 ...	01/21/16 Chels...	J14233	105.00	-	39,250.02 Dr
01/25/2016	CNC loan Monias	A55C7B	J10075	17,000.78	-	56,250.80 Dr
01/26/2016	Paid Bonnyville Inv 133-529	BTCH-363-VI-9...	J10160	-	2,205.00	54,045.80 Dr
01/26/2016	Home Depot 3450350 01/26/16 ChelseaVISA	01/26/16 Chels...	J14201	217.81	-	54,263.61 Dr
02/01/2016	Monias GST, Nov1-30.15, Pd. 02/01/2016	Monias GST	J10637	10,658.85	-	64,922.46 Dr
02/01/2016	CNC > Monias	101651	J15793	100,000.78	-	164,923.24 Dr
02/09/2016	Paid Monias Inv 133-536	BTCH-368-VI-9...	J11999	-	2,572.50	162,350.74 Dr
02/09/2016	Cummins 12764 02-09-16 officevisa	02-09-16 office...	J12302	2,756.25	-	165,106.99 Dr
02/09/2016	cummins 12770 02-09-16 officevisa	02-09-16 office...	J12303	803.25	-	165,910.24 Dr
02/09/2016	cummins 12769 02-09-16 officevisa	02-09-16 office...	J12304	803.25	-	166,713.49 Dr
02/09/2016	cummins 12765 02-09-16 officevisa	02-09-16 office...	J12305	2,756.25	-	169,469.74 Dr
02/09/2016	cummins 12767 02-09-16 officevisa	02-09-16 office...	J12307	1,275.75	-	170,745.49 Dr
02/09/2016	cummins 12768 02-09-16 officevisa	02-09-16 office...	J12309	1,275.75	-	172,021.24 Dr
9/2016	cummins 12588 02-09-16 officevisa	02-09-16 office...	J12311	1,275.75	-	173,296.99 Dr
0/2016	Paid Monias Inv 133-543	BTCH-369-VI-9...	J12257	-	1,837.50	171,459.49 Dr
02/12/2016	CNC loan Monisa	742C7B	J12474	20,000.78	-	191,460.27 Dr
02/18/2016	Paid Monias Inv 133-554	BTCH-372-VI-9...	J13038	-	2,205.00	189,255.27 Dr
02/26/2016	CNC loan Monias	FA6262	J14193	2,300.78	-	191,556.05 Dr

851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
03/01/2016	CNC loan Monias	44AA36	J14423	86,000.78	-	277,556.83	Dr
[illegible]/2016	Bluewave 00530754001315 03-08-16 officevi...	03-08-16 office...	J15294	11,867.36	-	289,424.19	Dr
[illegible]9/2016	CNC loan to Monias	W BCA8E8	J15248	4,000.78	-	293,424.97	Dr
03/11/2016	Canwest propane payment 3-11-16 office visa	3-11-16 office v...	J15528	26,003.37	-	319,428.34	Dr
03/24/2016	Paid Monias Inv 133-571	BTCH-384-VI-9...	J16992	-	735.00	318,693.34	Dr
03/29/2016	venture building supplies 041530 03-29-16 ry...	03-29-16 ryanvi...	J19086	24.13	-	318,717.47	Dr
03/30/2016	CNC loan Monias	8AEAA8	J17328	1,000.78	-	319,718.25	Dr
03/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	Mar16-1	J20137	349,904.15	-	669,622.40	Dr
03/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	Mar16-2	J20138	241,983.49	-	911,605.89	Dr
03/31/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	Mar16-3	J20140	27,958.90	-	939,564.79	Dr
04/01/2016	CNC loan MOnias	37E3A5	J17516	100,000.78	-	1,039,565.57	Dr
04/01/2016	Paid Monias Inv 133-575	BTCH-387-VI-5...	J17574	-	1,428.00	1,038,137.57	Dr
04/08/2016	Monias to CNC: Epcor Jan16-5798	799057	J18025	-	10,000.00	1,028,137.57	Dr
04/08/2016	Monias Epcor Jan16-5798	w7296	J18102	10,000.00	-	1,038,137.57	Dr
04/11/2016	Enmax Feb16-3198 04/11/16 1080Chq	04/11/16 1080...	J18120	6,165.77	-	1,044,303.34	Dr
04/11/2016	Canwest 893645 04/11/16 OfficeVISA	04/11/16 Office...	J18389	5,554.53	-	1,049,857.87	Dr
04/15/2016	Monias RGen Mar 1-31.2016	Monias RGen	J17907	796.84	-	1,050,654.71	Dr
04/15/2016	Monias RGEN > CNC	AE833D	J19185	-	796.84	1,049,857.87	Dr
04/29/2016	Epcor Jan/Feb16-5798 04/29/16 Royal 1080	04/29/16 Royal...	J20385	12,603.20	-	1,062,461.07	Dr
05/03/2016	CNC loan Monias	891AA5	J22221	79,000.78	-	1,141,461.85	Dr
05/06/2016	Enmax Mar16-3198 05/06/16 Royal 1080	05/06/16 Royal...	J20870	10,102.47	-	1,151,564.32	Dr
05/10/2016	CNC loan Monias	CB116D	J20831	2,000.78	-	1,153,565.10	Dr
05/16/2016	Monias RGEN > CNC	B23C1C	J21208	-	796.84	1,152,768.26	Dr
05/16/2016	Monias RGen, Apr1-30.16, W2332834	Monias RGen	J23545	796.84	-	1,153,565.10	Dr
05/18/2016	CNC loan Monias	5F2CFE	J21576	12,000.78	-	1,165,565.88	Dr
05/24/2016	CNC loan Monias	4E5C16	J21772	21,000.78	-	1,186,566.66	Dr
05/26/2016	CNC Loan to Monais	W F2067F	J22136	30,000.78	-	1,216,567.44	Dr
05/30/2016	Paid Monias Inv 133-590 OpsMobil Inc	BTCH-414-VI-8...	J22284	-	349.50	1,216,217.94	Dr
05/30/2016	Paid Monias Inv 133-604 Kichton Contracting...	BTCH-413-VI-9...	J22286	-	4,317.39	1,211,900.55	Dr
05/30/2016	Paid Monias Inv 133-598 Kichton Contracting...	BTCH-412-VI-9...	J22288	-	3,597.82	1,208,302.73	Dr
06/01/2016	EPCOR Mar/Apr16-5798 06/01/16 Royal 1080	06/01/16 Royal...	J22520	9,130.34	-	1,217,433.07	Dr
[illegible]9/2016	Paid Monias Inv 133-610 Kichton Contracting...	BTCH-417-VI-9...	J23103	-	4,857.06	1,212,576.01	Dr
[illegible]/2016	Paid Monias Inv 133-618 Phoenix Fence Inc.	BTCH-418-VI-5...	J23371	-	1,634.44	1,210,941.57	Dr
06/15/2016	Monias Rgen, CNC Royal , 06/15/16	Monias RGen	J23347	796.84	-	1,211,738.41	Dr
06/15/2016	Paid Monias Inv 133-618-1 Phoenix Fence In...	BTCH-419-VI-5...	J23460	585.93	-	1,212,324.34	Dr
06/17/2016	Paid Monias Inv 133-615 Kichton Contracting...	BTCH-420-VI-7...	J23831	-	4,317.39	1,208,006.95	Dr
06/17/2016	CNC > Monias	W FEGF406	J23832	20,000.78	-	1,228,007.73	Dr
06/29/2016	Paid Monias Inv 133-622 Kichton	BTCH-421-VI-7...	J24673	-	6,116.30	1,221,891.43	Dr
06/29/2016	Paid Monias Inv 133-625 Kichton Contracting...	BTCH-422-VI-7...	J24674	-	3,597.82	1,218,293.61	Dr
06/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	May16	J27639	37,438.96	-	1,255,732.57	Dr
06/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	Jun16	J27640	8,457.71	-	1,264,190.28	Dr
07/15/2016	Monias RGen, CNC Royal, 07/15/2016	Monias RGen	J27434	796.84	-	1,264,987.12	Dr
07/31/2016	To close interco discrepancy - CNC & Monias	RGN	J29583	0.06	-	1,264,987.18	Dr
08/15/2016	Monias Lodge RGen, Aug 15.16	Monias RGen	J28403	796.84	-	1,265,784.02	Dr
08/19/2016	Epcor May/Jun/Jul16-5798 08/19/16 Royal 1...	08/19/16 Royal...	J30513	13,783.87	-	1,279,567.89	Dr
08/22/2016	CNC > Monias	4544	J29152	20,000.78	-	1,299,568.67	Dr
09/13/2016	CNC > Monais	W654976	J30846	115,885.05	-	1,415,453.72	Dr
09/23/2016	CNC loan Monias	82CEBB	J31690	2,400.00	-	1,417,853.72	Dr
09/23/2016	CNC loan Monias	825B7F	J31694	3,800.78	-	1,421,654.50	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-1	J32804	22.29	-	1,421,676.79	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-2	J32805	219.17	-	1,421,895.96	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-3	J32806	301.88	-	1,422,197.84	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-4	J32807	5,252.63	-	1,427,450.47	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-5	J32808	130,410.00	-	1,557,860.47	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-6	J32809	786.99	-	1,558,647.46	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-7	J32810	175.09	-	1,558,822.55	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-8	J32811	265.99	-	1,559,088.54	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-9	J32812	68.72	-	1,559,157.26	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-10	J32813	223.37	-	1,559,380.63	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-11	J32814	41,825.82	-	1,601,206.45	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-12	J32815	231.61	-	1,601,438.06	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-13	J32816	310.00	-	1,601,748.06	Dr
[illegible]0/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-14	J32817	558.36	-	1,602,306.42	Dr
[illegible]0/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-15	J32818	111.55	-	1,602,417.97	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-16	J32819	301.88	-	1,602,719.85	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-17	J32820	11,280.02	-	1,613,999.87	Dr
09/30/2016	*Monias Lodge - KM 147 GP Ltd: Monias Lod...	093016-18	J32821	66,630.22	-	1,680,630.09	Dr

1851239 Alberta Ltd
General Ledger Report 10/01/2015 to 09/30/2016
Sorted by: Date

Date	Comment	Source #	JE#	Debits	Credits	Balance	
09/30/2016	MLAM personnel rev accrual Sept25-30-bille...	RGN	J32939	297.60	-	1,680,927.69	Dr
0/2016	Re tsfr of loans to partners Contributions in K...	BMS	J33592	47,967.37	-	1,728,895.06	Dr
				2,162,307.53	385,445.10		

Darren Bieganek

Subject: FW: #9 - Asset Listings
Attachments: CNG Asset Listings.pdf; PastedGraphic-1.tiff; PastedGraphic-1.tiff

From: Heather Brodie [mailto:hbrodie@relgrp.com]
Sent: Friday, September 29, 2017 2:26 PM
To: Matt McCulloch <Matt.McCulloch@ca.ey.com>
Subject: Fwd: #9 - Asset Listings

Exhibit: D-31
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoli

Begin forwarded message:

From: Heather Brodie <hbrodie@relgrp.com>
Subject: #9 - Asset Listings
Date: September 27, 2017 at 8:47:23 PM EDT
To: Jeff Lawson <JLawson@petersco.com>, Stephanie Blais <SBlais@petersco.com>, Alex Mirecki <AMirecki@petersco.com>, Benjamin Gazdic <bgazdic@petersco.com>

Please note that NBV is not available.

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DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
1	WELLSITE EXEC DOUBLE ENDER	116	CAMCORK	2011	Camcork	Bonnyville	building
2	WELLSITE EXEC DOUBLE ENDER	118	CAMCORK	2011	Camcork	Bonnyville	building
3	KITCHEN DINER REC	260062575	ATCO	2013		Bonnyville	building
4	KITCHEN DINER REC	260062576	ATCO	2013		Bonnyville	building
5	KITCHEN DINER REC	260062577	ATCO	2013		Bonnyville	building
6	WELLSITE SUPERSINGLE	2013230015SSL	CAMPCORP	2013		Bonnyville	building
7	KITCHEN DINER REC	CCSLKD077	CAMPCORP	2012		Bonnyville	building
8	KITCHEN DINER REC	CCSLKD078	CAMPCORP	2012		Bonnyville	building
9	KITCHEN DINER REC	CCSLKD079	CAMPCORP	2012		Bonnyville	building
10	KITCHEN DINER REC	CCSLKS076	CAMPCORP	2012		Bonnyville	building
11	KITCHEN DINER REC 8	FX11UD201318001 to 004	CAMPCORP	2013	Element	Bonnyville	building
12	KITCHEN DINER REC 12	FX11UD201318005 to 011	CAMPCORP	2013	Element	Bonnyville	building
13	DORM 30 ROOM C	FX302013005001to008	CAMPCORP	2013		Bonnyville	building
14	KITCHEN DINER REC 4 UNIT	FX4UK201324001	CAMPCORP	2013		Bonnyville	building
15	KITCHEN DINER REC 4 UNIT	FX4UK201324002	CAMPCORP	2013		Bonnyville	building
16	KITCHEN DINER REC 4 UNIT	FX4UK201324003	CAMPCORP	2013		Bonnyville	building
17	KITCHEN DINER REC 4 UNIT	FX4UK201324004	CAMPCORP	2013		Bonnyville	building
18	RIG CAMP 6 UNIT	254050983 to 88	ATCO	2007		Cimmaron	building
19	KITCHEN DINER BOOT ROOM	169231250D02N07	NORTHGATE	2009		HML	building
20	KITCHEN DINER	CCSLKD074	CAMPCORP	2012		HML	building
21	KITCHEN DINER	CCSLKD075	CAMPCORP	2012		HML	building
22	KITCHEN DINER	CCSLKD076	CAMPCORP	2012		HML	building
23	KITCHEN	CP424259	CAMPCORP	2010		HML	building
24	KITCHEN STORAGE	FXHMLKA201332001	CAMPCORP	2013		HML	building
25	KITCHEN DINER	FXHMLKA201332002	CAMPCORP	2013		HML	building
26	KITCHEN DINER	FXHMLKA201332003	CAMPCORP	2013		HML	building
27	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617A_08	CHAMPION	2015		HML	building
28	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617B_07	CHAMPION	2015		HML	building
29	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617C_05	CHAMPION	2015		HML	building
30	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617D_01	CHAMPION	2015		HML	building
31	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617E_02	CHAMPION	2015		HML	building
32	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617F_04	CHAMPION	2015		HML	building
33	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617G_03	CHAMPION	2015		HML	building
34	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207617H_06	CHAMPION	2015		HML	building
35	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207631A_01	CHAMPION	2015		HML	building
36	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207631B_02	CHAMPION	2015		HML	building
37	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207631B_03	CHAMPION	2015		HML	building
38	DORM JACK & JILL SKIDDED 46 ROOM	WIN12581207631B_04	CHAMPION	2015		HML	building
39	DORM – H 38 ROOM	NHAF4872 to 878	ALTAFAB	2015	Element	HML	building
40	DORM – I 38 ROOM	NHAF5021 to 028	ALTAFAB	2015	Element	HML	building
41	REC 2 UNIT	CCSLDR097	CAMPCORP	2012		HML	building
42	REC 2 UNIT	CCSLDR098	CAMPCORP	2012		HML	building
43	WELLSITE EXEC DOUBLE ENDER	104	CAMCORK	2011	Camcork	HML	building
44	WELLSITE EXEC DOUBLE ENDER	106	CAMCORK	2011	Camcork	HML	building

DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
45	WELLSITE EXEC DOUBLE ENDER	108	CAMCORK	2011	Camcork	HML	building
46	WELLSITE EXEC DOUBLE ENDER	111	CAMCORK	2011	Camcork	HML	building
47	WELLSITE EXEC DOUBLE ENDER	113	CAMCORK	2011	Camcork	HML	building
48	WELLSITE EXEC DOUBLE ENDER	114	CAMCORK	2011	Camcork	HML	building
49	WELLSITE EXEC DOUBLE ENDER	117	CAMCORK	2011	Camcork	HML	building
50	WELLSITE EXEC DOUBLE ENDER	119	CAMCORK	2011	Camcork	HML	building
51	REC 6 UNIT	201401005SL	CAMPCORP	2014	Element	monias	building
52	REC 6 UNIT	201401006SL	CAMPCORP	2014		monias	building
53	REC 6 UNIT	201401007SL	CAMPCORP	2014		monias	building
54	REC 6 UNIT	201401008SL	CAMPCORP	2014		monias	building
55	REC 6 UNIT	201401009SL	CAMPCORP	2014		monias	building
56	REC 6 UNIT	201401010SL	CAMPCORP	2014		monias	building
57	KITCHEN 5 UNIT	201408SL001	CAMPCORP	2014		monias	building
58	KITCHEN 5 UNIT	201408SL002	CAMPCORP	2014		monias	building
59	DORM C - 38 ROOM	201416FXRAM001 to 008	CAMPCORP	2014		monias	building
60	DORM J - 38 ROOM	201417FXRAM001 to 008	CAMPCORP	2014		monias	building
61	DORM - JACK & JILLS	DC_F1_S10 to DQ_F3_S1	MODUS	2011	CWB	monias	building
62	DORM 42 ROOM STAFF K			2009		monias	building
63	DORM E - 30 ROOM CNC	FX30D201341001 to 008	CAMPCORP	2013		monias	building
64	DORM E - 30 ROOM CNC	FX30D201342001 to 009	CAMPCORP	2014		monias	building
65	REC 4 UNIT	FX4UREC201333001 to 004	CAMPCORP	2013		monias	building
66	KITCHEN / REC 6 UNIT	FXCEGNT6U201326001 to 006	CAMPCORP	2013		monias	building
67	PUMP HOUSE WATER	GPTU100170_0		2014		monias	building
68	PUMP HOUSE WATER	GVTU502332_0		2014		monias	building
69	DORM COMPLEX MAT.	MSGU6114779		2015		monias	building
70	DORM - D 38 ROOM	NHAF0861 to 848	ALTAFAB	2015		monias	building
71	DORM B - 38 ROOM SKIDDED	NHAF4861 to 868	ALTAFAB	2015		monias	building
72	KITCHEN	WB5UK201338003 to 006	CAMPCORP	2013		monias	building
73	DORM 49 ROOM	CCSL49RD059 to 066	CAMPCORP	2015	CWB	Peace River	building
74	WELLSITE SUPERSINGLE	FXPMTSS201306001	CAMPCORP	2013		Peace River	building
75	DORM EXECUTIVE 18 RM	256062540, 44 to 52	ATCO	2011		Wabasca	building
76	DORM 2 - TWO STORY 60 ROOMS	FXWB201308001 to 016	ATCO	2013	Element	Wabasca	building
77	DORM 1 - TWO STORY 48 ROOMS STICK BUILT		CAMPCORP	2013		Wabasca	building
78	DORM 5 - VIP 16 ROOM			2009		Wabasca	building
79	DORM 6 - VIP 16 ROOM			2009		Wabasca	building
80	DORM 7 - 29 ROOM			2009		Wabasca	building
81	DORM - STAFF			2009		Wabasca	building
82	KITCHEN DINER - 7 UNIT			2009		Wabasca	building
83	REC ROOM			2011		Wabasca	building
84	SHOP			2009		Wabasca	building
85	WELLSITE EXEC DOUBLE ENDER	103	CAMCORK	2011		Wabasca	building
86	WELLSITE EXEC DOUBLE ENDER	109	CAMCORK	2011		Wabasca	building
87	WELLSITE EXEC DOUBLE ENDER	110	CAMCORK	2011	Camcork	Simonette	building
88	WELLSITE EXEC DOUBLE ENDER	112	CAMCORK	2011	Camcork	Simonette	building
89	WELLSITE EXEC DOUBLE ENDER	115	CAMCORK	2011	Camcork	Simonette	building

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
90	WELLSITE EXEC DOUBLE ENDER	120	CAMCORK	2011	Camcork	Simonette	building
91	PUMP HOUSE TRIPLE 7 RENTALS	1005		2015		Simonette	building
92	LAUNDRY UNIT	240016703	ATCO	2014		Simonette	building
93	RIG CAMP 6 UNIT	254050977 to 982	ATCO	2007		Simonette	building
94	KITCHEN - 8 UNIT	201414SL001 to 008	CAMPCORP	2014	CWB	Simonette	building
95	DORM 42 RM J & J	201505WB001 to 008	CAMPCORP	2015	CWB	Simonette	building
96	DORM 21 ROOM EXECUTIVE	201507WB001 to 008	CAMPCORP	2015		Simonette	building
97	CORRIDOR	201517WB011	CAMPCORP	2015		Simonette	building
98	CORRIDOR	201517WB012	CAMPCORP	2015		Simonette	building
99	CORRIDOR	201517WB013	CAMPCORP	2015		Simonette	building
100	CORRIDOR	201517WB015	CAMPCORP	2015		Simonette	building
101	CORRIDOR	201517WB019	CAMPCORP	2015		Simonette	building
102	REC 3 UNIT	201517WB020,21,25	CAMPCORP	2015		Simonette	building
103	CORRIDOR	201517WB022	CAMPCORP	2015		Simonette	building
104	CORRIDOR	201517WB024	CAMPCORP	2015		Simonette	building
105	CORRIDOR	201517WB026	CAMPCORP	2015		Simonette	building
106	DORM 38 UNIT	FX38D201334001 to 008	CAMPCORP	2013	Element	Simonette	building
107	DORM 38 UNIT	FX38D201334LS	CAMPCORP	2013	Element	Simonette	building
108	DORM 38 UNIT	FX38D201335001 to 008	CAMPCORP	2013	Element	Simonette	building
109	DORM 38 UNIT	FX38D201335LS	CAMPCORP	2013	Element	Simonette	building
110	WELLSITE DOUBLE ENDER	FXWS201311002	CAMPCORP	2013		Simonette	building
111	REC 3 UNIT	SL3UR201343001	CAMPCORP	2013	Element	Simonette	building
112	REC 3 UNIT	WB3UR201343002	CAMPCORP	2013	Element	Simonette	building
113	REC 3 UNIT	WB3UR201343003	CAMPCORP	2013	Element	Simonette	building
114	KITCHEN 5 UNIT - 2 ONLY	SL5UK201338001	CAMPCORP	2013		Simonette	building
115	KITCHEN 5 UNIT - 2 ONLY	SL5UK201338002	CAMPCORP	2013		Simonette	building
116	WELLSITE DOUBLE ENDER	FXWS201311001	CAMPCORP	2013		Wandering River	building
117	PUMP HOUSE - POTABLE WATER TERRA	871		2015		Wandering River	building
118	KITCHEN 10 UNIT	5228 to 31	ATCO	2014		Wandering River	building
119	KITCHEN 10 UNIT	5385A to F	GNS	2014		Wandering River	building
120	LAUNDRY UNIT	240074976	ATCO	2014		Wandering River	building
121	OFFICE	260118594	ATCO	2014		Wandering River	building
122	OFFICE	260118595	ATCO	2014		Wandering River	building
123	KITCHEN 12 UNIT	260129320 to 29		2014		Wandering River	building
124	KITCHEN 12 UNIT	260118594 to 95	ATCO	2014		Wandering River	building
125	REC - 6 UNIT	FX6UR201319001 to 006	CAMPCORP	2013	Element	Wandering River	building
126	REC 3 UNIT	SLF3UR201315001 to 003	CAMPCORP	2013	Element	Wandering River	building
127	PUMP HOUSE	PH871		2011		Wandering River	building
128	GUARD CENTER	SLFGC201320001	CAMPCORP	2013		Wandering River	building
129	SMOKE STATION SLP IND	SLP_114 to 016		2014		Wandering River	building
130	REC 3 UNIT	CCSLTR080 to 82	CAMPCORP	2012		wooden house	building
131	DORM 29 ROOM	26026114 to 119	ATCO	2009		Berland	building
132	RIG CAMP 5 UNIT	254050972 to 976	ATCO	2007		Berland	building
133	DORM C EXECUTIVE 18 RM	256062537 to 539 & 541 to 54[illegible]	ATCO	2011		Berland	building
134	DORM 39 ROOM	260816891	ATCO	2009		Berland	building

DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
135	DORM 39 ROOM	260816901	ATCO	2009		Berland	building
136	DORM 39 ROOM	260828606	ATCO	2009		Berland	building
137	DORM 39 ROOM	260829043	ATCO	2009		Berland	building
138	DORM 39 ROOM	260829074	ATCO	2009		Berland	building
139	DORM 39 ROOM	264829046	ATCO	2009		Berland	building
140	DINER	201517WB015		2015		Berland	building
141	REC - 1 UNIT	991260531420		2015		Berland	building
142	KITCHEN / DINER	NAL11378		2015		Berland	building
143	GENERATOR	R515988		2011		Berland	building
144	KITCHEN / DINER	X152NSNBC		2015		Berland	building
145	Voyaguer dorms 001-127	001-127					building
146	C CAN	724676042G1		2011		Bonnyville	C-can or Storage
147	C CAN MAINTENANCE SHOP	725762042G1		2011		Bonnyville	C-can or Storage
148	C CAN ELECTRICAL	499892_0		2011		monias	C-can or Storage
149	C-CAN WATER STORAGE 6,000 GAL	CYLU4162860	CAMPCORP	2011		monias	C-can or Storage
150	C CAN	HJCU769527_9		2011		monias	C-can or Storage
151	C CAN	PVCU218712_9		2012		monias	C-can or Storage
152	C-CAN	EMCU133478_2		2011		Peace River	C-can or Storage
153	C-CAN CREAM	HJCU406061		2011		Peace River	C-can or Storage
154	C CAN	972579		2011		Wabasca	C-can or Storage
155	C CAN	4002387		2012		Wabasca	C-can or Storage
156	WATER STORAGE		CAMPCORP	2010		Wabasca	C-can or Storage
157	CONTAINER	478698_8GREY		2012		Simonette	C-can or Storage
158	WATER STORAGE 6,000 GAL C CAN BLUE	CWWU418049_945G1	CAMPCORP	2013		Simonette	C-can or Storage
159	WATER STORAGE - 6,000 GAL	CWWU4180647	CAMPCORP	2013		Simonette	C-can or Storage
160	C-CAN	GLDU0971012		2011		Simonette	C-can or Storage
161	C CAN 20' X 8.5' TAN	PVCU2185390		2011		Simonette	C-can or Storage
162	C CAN 20' X 8.5' TAN	PVCU218564022GI		2011		Simonette	C-can or Storage
163	TANK PWT TERRA WATER STORAGE	DW740		2014		Wandering River	C-can or Storage
164	TANK PWT TERRA WATER STORAGE	DW742		2014		Wandering River	C-can or Storage
165	TANK PWT TERRA WATER STORAGE	DW745		2014		Wandering River	C-can or Storage
166	TANK PWT TERRA WATER STORAGE	DW765		2014		Wandering River	C-can or Storage
167	C-CAN ORANGE	HLXO4168782		2011		Wandering River	C-can or Storage
168	C-CAN	HLXU4020727		2011		Wandering River	C-can or Storage
169	C CAN	HLXU402072742G1		2012		Wandering River	C-can or Storage
170	C-CAN CREAM	PVCU218819_3		2011		Wandering River	C-can or Storage
171	C-CAN WHITE	SC002		2012		Wandering River	C-can or Storage
172	WATER STORAGE	236948992		2009		Berland	C-can or Storage
173	C CAN GREY	FWLU4001463		2011		Berland	C-can or Storage
174	BARRIERS, JERSEY 6' x 1,140 KG	4030b	LEFARGE	2016		Simonette	Cement products
175	BARRIERS JERSEY - 4 ONLY		LEFARGE	2016		Berland	cement products
176	LITE TOWER FLT 4000 SAURUS LED	12PL010	SAURUS	2012		Bonnyville	equipment
177	TRANSFORMER BEMAG UA3075V	416878242G1	BEMAG	2015		Bonnyville	equipment
178	TRANSFORMER BEMAG UA3075V	FUF17163	BEMAG	2013		Bonnyville	equipment
179	TRANSFORMER UA3075V 3PH 600-120/208	JSN130124S16_1	BEMAG	2013		Bonnyville	equipment

DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
180	TRANSFORMER UA3075V 3PH 600-120/209	JSN130206S24_1	BEMAG	2013		Bonnyville	equipment
181	TRANSFORMER UA3075V 3PH 600-120/210	JSN130305S01_1	BEMAG	2013		Bonnyville	equipment
182	TRANSFORMER UA3075V 3PH 600-120/211	JSN130305S02_1	BEMAG	2013		Bonnyville	equipment
183	TRANSFORMER UA3075V 3PH 600-120/212	JSN130306S07_1	BEMAG	2013		Bonnyville	equipment
184	TRANSFORMER UA3075V 3PH 600-120/213	JSN130415S02_1	BEMAG	2013		Bonnyville	equipment
185	TRANSFORMER UA3075V 3PH 600-120/214	JSN130606S03_4	BEMAG	2013		Bonnyville	equipment
186	TRANSFORMER UA3075V 3PH 600-120/215	JSN130830S03_1	BEMAG	2013		Bonnyville	equipment
187	WATER STORAGE 6000 GAL	686619	CAMCORK	2011		monias	equipment
188	LITE TOWER FLT 4000 SAURUS LED	13PL008	SAURUS	2013		monias	equipment
189	LITE TOWER FLT 4000 SAURUS LED	13PL016	SAURUS	2013		monias	equipment
190	LITE TOWER FLT 4000 SAURUS LED	13PL022	SAURUS	2013		monias	equipment
191	LITE TOWER FLT 4000 SAURUS LED	13PL023	SAURUS	2013		monias	equipment
192	LITE TOWER FLT 4000 SAURUS LED	13PL025	SAURUS	2013		monias	equipment
193	LITE TOWER FLT 4000 SAURUS LED	13PL026	SAURUS	2013		monias	equipment
194	LITE TOWER FLT 4000 SAURUS LED	14PL007	SAURUS	2013		monias	equipment
195	LITE TOWER FLT 4000 SAURUS LED	14PL031	SAURUS	2013		monias	equipment
196	POWER DISTRIBUTION	MMG55FH-1100513	MAGNUM	2015		monias	equipment
197	WASTE WATER TREATMENT PLANT 7 UNIT	R-001 to -007 (ID # s)	FILTER BOXX			monias	equipment
198	TANKS - FRAC 400 BBL	400742	HOTPASS	2012		Peace River	equipment
199	TANKS - FRAC 400 BBL	400746	HOTPASS	2012		Peace River	equipment
200	GEN SET LIGHT TOWER 20 KW U R	844189	UR	2012		Peace River	equipment
201	LITE TOWER 20 KW MLT5200	1113852		2013		Peace River	equipment
202	LITE TOWER FLT 4000 SAURUS LED	14PL008	SAURUS	2014		Peace River	equipment
203	LITE TOWER FLT 4000 SAURUS LED	14PL009	SAURUS	2014		Peace River	equipment
204	LITE TOWER FLT 4000 SAURUS LED	14PL010	SAURUS	2014		Peace River	equipment
205	POWER DISTRIBUTION	MMG55FH-1100513	MAGNUM	2015		Peace River	equipment
206	TANK, INSULATED 400 BBL POTABLE WATER	400742		2014		Peace River	equipment
207	TANK, INSULATED 400 BBL POTABLE WATER	400746		2014		Peace River	equipment
208	LITE TOWER FLT 4000 SAURUS LED	13PL21	SAURUS	2014		Peace River	equipment
209	LITE TOWER FLT 4000 SAURUS LED	13PL23	SAURUS	2014		Peace River	equipment
210	LITE TOWER FLT 4000 SAURUS LED	14PL035	SAURUS	2014		Peace River	equipment
211	TANKS, INSULATED 400 BBL POT WATER	RLS4_BXBX142805		2015		Peace River	equipment
212	TANK, INSULATED 400 BBL SEWAGE	RLS4_BXBX142807		2015		Peace River	equipment
213	TANK 400 BBL	100BBL_4210_02		2015		Simonette	equipment
214	LITE TOWER FLT 4000 LED	13PL012	SAURUS	2013		Simonette	equipment
215	LITE TOWER FLT 4000 LED	13PL013	SAURUS	2013		Simonette	equipment
216	LITE TOWER FLT 4000 LED	13PL024	SAURUS	2013		Simonette	equipment
217	LITE TOWER FLT 4000 LED	13PL027	SAURUS	2013		Simonette	equipment
218	LITE TOWER FLT 4000 LED	13PL028	SAURUS	2013		Simonette	equipment
219	LITE TOWER FLT 4000 LED	13PL029	SAURUS	2013		Simonette	equipment
220	LITE TOWER FLT 4000 LED	13PL030	SAURUS	2013		Simonette	equipment
221	LITE TOWER FLT 4000 LED	13PL031	SAURUS	2013		Simonette	equipment
222	LITE TOWER FLT 4000 LED	14PL001	SAURUS	2014		Simonette	equipment
223	LITE TOWER FLT 4000 LED	14PL002	SAURUS	2014		Simonette	equipment
224	LITE TOWER FLT 4000 LED	14PL032	SAURUS	2014		Simonette	equipment

DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
225	TANK FUEL 500 L	65XX7		2013		Simonette	equipment
226	LIFT STATION LIBERTY GRINDER	810267609_0115		2015		Simonette	equipment
227	LIFT STATION LIBERTY GRINDER	810267610_0115		2015		Simonette	equipment
228	LIFT STATION LIBERTY GRINDER	810267611_0115		2015		Simonette	equipment
229	LIFT STATION LIBERTY GRINDER	810267612_0115		2015		Simonette	equipment
230	LIFT STATION LIBERTY GRINDER	810267617_0115		2015		Simonette	equipment
231	LIFT STATION LIBERTY GRINDER	810267618_0115		2015		Simonette	equipment
232	LIFT STATION LIBERTY GRINDER	810267619_0115		2015		Simonette	equipment
233	LIFT STATION LIBERTY GRINDER	810267621_0115		2015		Simonette	equipment
234	LIFT STATION LIBERTY GRINDER	810267622_0115		2015		Simonette	equipment
235	GEN SET WHISPERWATT ULTRA SILENT	901(8801833)		2011		Simonette	equipment
236	GEN SET WHISPERWATT ULTRA SILENT	902(8801770)		2011		Simonette	equipment
237	LIFT STATION LIBERTY GRINDER	B10176188_0415		2015		Simonette	equipment
238	LIFT STATION LIBERTY GRINDER	B10176189_0415		2015		Simonette	equipment
239	LIFT STATION LIBERTY GRINDER	B10176190_0415		2015		Simonette	equipment
240	LIFT STATION LIBERTY GRINDER	B10176191_0415		2015		Simonette	equipment
241	LIFT STATION LIBERTY GRINDER	B10267620_0115		2015		Simonette	equipment
242	LIFT STATION LIBERTY GRINDER	B10267622_0115		2015		Simonette	equipment
243	TANK, INSULATED 400 BBL SEWAGE	RLS4_BXBX142808		2015		Simonette	equipment
244	C CAN MAINTENANCE CREAM	YMLU478698842G1		2012		Simonette	equipment
245	LIFT STATION BELOW GROUND TERRA	1129		2015		Wandering River	equipment
246	LIFT STATION BELOW GROUND TERRA	1194		2015		Wandering River	equipment
247	LIFT STATION BELOW GROUND TERRA	1196		2015		Wandering River	equipment
248	LIFT STATION BELOW GROUND TERRA	1197		2015		Wandering River	equipment
249	LIFT STATION BELOW GROUND TERRA	1199		2015		Wandering River	equipment
250	LIFT STATION BELOW GROUND TERRA	1200		2015		Wandering River	equipment
251	LIFT STATION BELOW GROUND TERRA	1201		2015		Wandering River	equipment
252	LIFT STATION BELOW GROUND TERRA	1202		2015		Wandering River	equipment
253	LIFT STATION BG	1229		2015		Wandering River	equipment
254	TANKS, INSULATED 400 BBL	142802 to 4, 6 to 10		2014		Wandering River	equipment
255	LITE TOWER FLT 4000 LED	12PL001		2014		Wandering River	equipment
256	LITE TOWER FLT 4000 LED	12PL004		2014		Wandering River	equipment
257	LITE TOWER FLT 4000 LED	12PL009		2014		Wandering River	equipment
258	LITE TOWER FLT 4000 LED	14PL003		2014		Wandering River	equipment
259	LITE TOWER FLT 4000 LED	14PL004		2014		Wandering River	equipment
260	LITE TOWER FLT 4000 LED	14PL006		2014		Wandering River	equipment
261	GEN SET LITE TOWER	21069ULVD59	INGERSOL RAND	2012		Wandering River	equipment
262	GEN SET 1600 KW DUAL 800	2404063		2013		Wandering River	equipment
263	TRANSFORMER 75 KVA 200 A	2413925		2015		Wandering River	equipment
264	LIFT STATION LIBERTY GRINDER	B10504508_0915		2015		Wandering River	equipment
265	LIFT STATION LIBERTY GRINDER	B10504509_0915		2015		Wandering River	equipment
266	LIFT STATION LIBERTY GRINDER	B10504512_0915		2015		Wandering River	equipment
267	LIFT STATION LIBERTY GRINDER	B10504514_0915		2015		Wandering River	equipment
268	TANKS 400 BBL POTABLE WATER	RLS4BXBX142806		2014		Wandering River	equipment
269	TANKS 400 BBL POTABLE WATER	RLS4BXBX143093		2014		Wandering River	equipment

DRAFT - FOR DISCUSSION PURPOSES ONLY

Canada North Camps
Asset List
August 2017

Item #	Description	Serial #	Manufacturer	Year	Lessor	Location	Type
270	TANKS 400 BBL POTABLE WATER	RLS4BXBX143094		2014		Wandering River	equipment
271	PANEL DIST 3000 A 600 V 3PH	RR2415205		2015		Wandering River	equipment
272	LIFT STATION ABOVE GROUND TERRA	T_11_21		2014		Wandering River	equipment
273	LIFT STATION ABOVE GROUND TERRA	T_13_33		2014		Wandering River	equipment
274	LIFT STATION ABOVE GROUND TERRA	T_14_40		2014		Wandering River	equipment
275	TANK SEWAGE TERRA 400 BBL	WW767		2014		Wandering River	equipment
276	CAR PLUS AITHRA PROJECTS INC		AITHRA	2015		Wandering River	equipment
277	TANK FUEL 500 L	74837	TIDYTANK	2012		Berland	equipment
278	FUEL DISPENSING SYSTEM - CARD LOCK	1446668	ALLPEACE	2012		Berland	equipment
279	CELL TOWER		TRYLON	2007		Berland	equipment
280	ELECTRICAL SHED			2011		Berland	equipment
281	SIDEWALK 200 - 10' at $120		MIGHTYANT	2014		Bonnyville	Wood Products
282	SIDEWALK 200 - 10' at $120		MIGHTYANT	2014		Bonnyville	Wood Products
283	SIDEWALK 200 - 10' at $120		MIGHTYANT	2014		Bonnyville	Wood Products
284	SWAMP MATS 3,750 @ $450			2015		monias	Wood Products
285	RIG MAT - 4' X 48' X 6' (3,740 LBS) 394 units			2015		monias	Wood Products
286	SIDEWALK 100 - 10' at $120		MIGHTYANT	2014		monias	Wood Products
287	SIDEWALK 100 - 10' at $120		MIGHTYANT	2014		monias	Wood Products
288	SIDEWALK 100 - 10' at $120		MIGHTYANT	2014		monias	Wood Products
289	SIDEWALK 100 - 10' at $120		MIGHTYANT	2014		monias	Wood Products
290	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO1		2015		Simonette	Wood Products
291	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO10		2015		Simonette	Wood Products
292	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO11		2015		Simonette	Wood Products
293	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO12		2015		Simonette	Wood Products
294	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO2		2015		Simonette	Wood Products
295	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO3		2015		Simonette	Wood Products
296	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO4		2015		Simonette	Wood Products
297	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO5		2015		Simonette	Wood Products
298	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO6		2015		Simonette	Wood Products
299	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO7		2015		Simonette	Wood Products
300	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO8		2015		Simonette	Wood Products
301	RIG MAT - 4' X 48' X 6' (3,740 LBS)	CCSO9		2015		Simonette	Wood Products
302	25 - RIG MATs - 8' X 30' X 6' @ $3,800			2015		Simonette	Wood Products
303	2500 SWAMP MATS @ $450			2015		Simonette	Wood Products
304	SIDE WALK $120 / 10' SECTION		MIGHTYANT	2015		Simonette	Wood Products
305	SWAMP MATS 1,800 x $450			2015		Wandering River	Wood Products
306	SIDE WALK @ $120 - 10 FT		MIGHTYANT	2015		Wandering River	Wood Products
307	SEWAGE TREATMENT - MEMBRANE UNIT 1	M14_5000_40CH_06		2014		Simonette	WWTP
308	SEWAGE TREATMENT - MEMBRANE UNIT 2	M14_5000_40CH_07		2014		Simonette	WWTP
309	SEWAGE TREATMENT - MEMBRANE UNIT 3	M14_5000_40CH_08		2014		Simonette	WWTP

Produced with information supplied by the Company. R.e.l. group inc. has not audited reviewed or otherwise verified this information.

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Canada North Camps
Fleet List
August 2017

Item #	Unit #	YEAR, MAKE & MODEL	LIC. PLATE #	VIN / SERIAL #	Location	Registrant	Lessor	Type
1	102	2006 Ford F350	BCB2913	1FTWW31Y76EC00500	Winterburn Yard	Canada North Camps		Truck/Van/SUV
2	112	2011 Ford F350	BBC5911	1FT8W3BT1BEA60823	Winterburn Yard	Canada North Camps	0414-74073 WS Leasing LTD	Truck/Van/SUV
3	114	2006 Ford Econoline Van	58L081	1FBSS31L56DA77479	WinterBurn Yard	Canada North Camps	Driving Force Inc.	Truck/Van/SUV
4	115	2010 Ford Cutaway Van (Bus)	37L891	1FDFE4FP0ADA20164	WinterBurn Yard	Canada North Camps		Truck/Van/SUV
5	116	2001 Ford Econoline Van	58L071	1FBSS31L61HA64306	Winterburn Yard	Canada North Camps		Truck/Van/SUV
6	117	1999 Ford F550 Flatbed	BGS7076	1FDAF56F0XEB76101	Winterburn Yard	Canada North Camps		Truck/Van/SUV
7	126	2006 Silverado Flat Deck	BYN3385	1GCJK39U96E113334	Winterburn Yard	Canada North Camps		Truck/Van/SUV
8	127	2011 Ford F150	BCB2609	1FTFW1EF7BFA00850	Winterburn Yard	Canada North Camps	0659-42575 WS Leasing LTD	Truck/Van/SUV
9	129	1995 GMC Sierra(Snow Plow)	RLY196	1GTEK14K9SZ508337	Farm	Canada North Camps	-	Truck/Van/SUV
10	133	2008 Dodge Ram 3500	BCF7792	3D7MX38A88G129662	Winterburn Yard O/S	Canada North Camps		Truck/Van/SUV
11	136	2010 Ford F150	BBC5914	1FTFW1EV1AFB41466	Winterburn Yard	Canada North Camps		Truck/Van/SUV
12	144	2011 Ford F350	BGC8230	1FT8W3BT7BED08959	Simonette (Maintenance Truck	Canada North Camps		Truck/Van/SUV
13	145	2012 Ford F350 Long Box	BGX2894	1FT8W3B6XCEB47132	Winterburn Yard	Canada North Camps		Truck/Van/SUV
14	146	2012 Ford F350	BGX2895	1FT8W3B69CEB51351	Winterburn Yard	Canada North Camps		Truck/Van/SUV
15	148	2012 Ford F550 HVAC	BHL6155	1FDUF5HTXCEB62944	Winterburn Yard	Canada North Camps		Truck/Van/SUV
16	149	2013 Ford Escape	BGZ8222	1FMCU9GX1DUA19241	Head Office	Canada North Camps		Truck/Van/SUV
17	153	2012 Ford F350	BJB0965	1FT8W3B65CEB11368	Winterburn Yard	Canada North Camps		Truck/Van/SUV
18	154	2012 Ford F350	BJB0966	1FT8W3B69CEB11366	Winterburn Yard	Canada North Camps		Truck/Van/SUV
19	156	2014 Ford F250	BLJ1960	1FT7W2BT9EEA0112E44:I445	Winterburn Yard	Canada North Camps	Coast Capital Equipment Finance	Truck/Van/SUV
20	157	2014 Ford F250	BLJ1961	1FT7W2BT7EEA06257	Winterburn Yard	Canada North Camps	Coast Capital Equipment Finance	Truck/Van/SUV
21	159	2013 Ford F150	BJT2539	1FTVW1EF9DKE73672	WinterBurn Yard	Canada North Camps		Truck/Van/SUV
22	160	2012 Ford Econoline Wagon Van	BKL6359	1FBSS3BL0CDB21155	Winterburn Yard	Canada North Camps		Truck/Van/SUV
23	161	2012 Ford Econoline Wagon Van	BKL6357	1FBSS3BL0CDA76749	Winterburn Yard	Canada North Camps		Truck/Van/SUV
24	162	2012 Ford F350	BJF0928	1FT7W3BT2CEC79089	WinterBurn Yard	Canada North Camps		Truck/Van/SUV
25	163	2014 Ford F350	BNB9105	1FT8W3B69EEB44287	Winterburn Yard	Canada North Camps		Truck/Van/SUV
26	164	2014 Ford F350	BNB9104	1FT8W3B68EEB21115	Winterburn Yard	Canada North Camps	GE Canada Services Com Leasing	Truck/Van/SUV
27	165	2014 Ford Econoline Wagon Van	62M676	1FBSS3BL3EDA01756	Winterburn Yard	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
28	166	2014 Ford Econoline Wagon Van	62M677	1FBSS3BL2EDA70549	Toronto	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
29	167	2014 Ford F 150	BPH2250	1FTVW1EF1EKF49211	Winterburn Yard	Canada North Camps		Truck/Van/SUV
30	168	2014 Ford F150	BPH2247	1FTVW1EF9EKF49215	Jeff Maxwell	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
31	169	2014 Ford F150	BPH2248	1FTVW1EF7EKF49214	Joe Maculey	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
32	170	2014 Ford F150	BPH1846	1FTFW1EF3EFC21382	Rob Phillips	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
33	171	2014 Ford F150	BPH2249	1FTFW1EF5EKF65660	Farm	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
34	172	2014 Ford F150	BPT9472	1FTFW1ET7EKG38504	Bill Jensen	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
35	173	2014 Ford F150	BPT9473	1FTFW1ET7EKG38503	Winterburn Yard	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
36	174	2014 Ford Econoline Wagon Van	79M960	1FBSS3BL3BDB21858	Winterburn yard	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
37	175	2014 Ford F150	BRC6612	1FTFW1EF8EKG15516	Winterburn Yard	Canada North Camps	GE Canada Leasing Services Com	Truck/Van/SUV
38	177	2012 Ford F350	BTL0985	1FT7W3BT9CEC79087	Winterburn Yard	Canada North Camps		Truck/Van/SUV
39	184	2013 Ford F150	BTP6092	1FTFW1EF1DFD85342	WinterburnYard	Canada North Camps		Truck/Van/SUV
40	201	2006 Freightliner M2	FEF504	1FVHCYDJ66HW82327	Winterburn Yard	Canada North Camps	0512-78604 Royal Bank Canada Le	Bus/Semi/Trailer/Dump
41	202	2009 Freightliner M2	RLU893	1FVHCYBS49HAH8337	Winterburn Yard	Canada North Camps	0623-71950 Element Financial Lea	Bus/Semi/Trailer/Dump
42	203	2009 Freightliner M2	SAH748	1FVHCYBS79HAL1288	Winterburn Yard	Canada North Camps	0623-71950 Element Financial Lea	Bus/Semi/Trailer/Dump
43	207	2008 Kenworth Vac Truck	MSA063	1NKDX0EX08J937227	Simonette Sewage	Canada North Camps	0623-71950 Element Financial Cor	Bus/Semi/Trailer/Dump
44	210	2008 Kenworth Red Water Truck	MFU571	2NKMLM9X78M937036	Peace River	Canada North Camps	0623-71950 Element Financial Lea	Bus/Semi/Trailer/Dump
45	211	2004 Freightliner Yellow Bus	71L375	4UZAAXDD04CM57284	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
46	212	2014 Freightliner Bus	76M634	4UZABRDUXECFL2909	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
47	306	2008 International Prostar	BKH1571	2HSCTAPT48C645742	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
48	307	2012 Western Star Conv.	K72488	5KJRALDR5CPBN7801	Winterburn Yard (Roland)	Canada North Camps	0396-75558 National Leasing Grou	Bus/Semi/Trailer/Dump
49	209	1984 Intern'l Water Truck	28G960		St. Albert Farm	Canada North Camps		Bus/Semi/Trailer/Dump
50	301	2003 International 5600	J01811	1HTXSAST93J059748	Winterburn Yard	Canada North Camps	LSV Leasing Inc	Bus/Semi/Trailer/Dump
51	302	1980 Kenworth W900	SAH892		Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
52	303	1997 Kenworth Winch	H61836		Arizona	Canada North Camps		Bus/Semi/Trailer/Dump
53	304	2007 Peterbilt Conv.	J42583		Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
54	405	2002 Manac Pile Driver Trailer	S24191	2M513146621080877	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
55	409	2000 Westmark	4AU234			Canada North Camps		Bus/Semi/Trailer/Dump
56	410	1995 Manac StepDeck	4BA244			Canada North Camps	Marlowe Smith Trucking LTD	Bus/Semi/Trailer/Dump
57	411	2012 Doepker Trailer	4US965			Canada North Camps	National Leasing Group INC.	Bus/Semi/Trailer/Dump
58	412	Fruehauf 48' T/A Van Trailer	4XT059			Canada North Camps		Bus/Semi/Trailer/Dump
59	603	2006 Dyson R. Neck Trailer	V40425	2D9H263486S080098		Canada North Camps		Bus/Semi/Trailer/Dump
60	604	Terex Flood Light Trailer				Canada North Camps		Bus/Semi/Trailer/Dump
61	406	2012 Thruway Trailer	Z97382	2T9DF5131C1011517	Winterburn Yard	Canada North Camps	Travelers Financial Corporation	Bus/Semi/Trailer/Dump
62	606	Precision Car Trailer	4PX405	2P9UT62917K078860		Canada North Camps		Bus/Semi/Trailer/Dump
63	608	2005 Tritan Prest. Trailer	4NJ624	4TCSY13795HP26171		Canada North Camps		Bus/Semi/Trailer/Dump
64	610	2007 Interstate Trailer	4LB101	4RACS27277N051130		Canada North Camps		Bus/Semi/Trailer/Dump
65	205	1990 International 4000 (Crane)	H61910	1HTSCCFPXLH658021	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump

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Canada North Camps
Fleet List
August 2017

Item #	Unit #	YEAR, MAKE & MODEL	LIC. PLATE #	VIN / SERIAL #	Location	Registrant	Lessor	Type
66	309	2007 Mack 600	J94559	1M1AJ07Y87N011418	Winterburn Yard (Lionel) O/S	Canada North Camps	0291-00047 CWB Leasing	Bus/Semi/Trailer/Dump
67	401	2009 RayF SD53 Trailer Green	4JT872	2R9FS93829P672047	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
68	402	1992 Utility Reefer Trailer	4AV061	1UYVS247XNU822101	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
69	404	2000 West Mark Tank Trailer	4AU234	2LT132L35SR000661	Winterburn Yard	Canada North Camps		Bus/Semi/Trailer/Dump
70	601	2004 Cargo Mate Trailer	P90062	5NHUCMZ204T401795				Bus/Semi/Trailer/Dump
71	501	2008 J.Deere 270 Skid Steer		KV0270A170429	Winterburn Yard	Canada North Camps		Specialty Equipment
72	502	1996 Bob Cat 863C		514411924	Winterburn Yard	Canada North Camps		Specialty Equipment
73	504	Hyster XL150 Forklift			Winterburn Yard	Canada North Camps		Specialty Equipment
74	505	Hyster XL80 Forklift			Winterburn Yard	Canada North Camps		Specialty Equipment
75	506	Kamatso Wheel Loader		A79085	Winterburn Yard	Canada North Camps		Specialty Equipment
76	507	Nissan Forklift		KV0260A160472	Winterburn Yard	Canada North Camps		Specialty Equipment
77	508	J.Deere 260 Skid Steer		858000150	Winterburn Yard	Canada North Camps		Specialty Equipment
78	509	TCM FD8027 Forklift				Canada North Camps		Specialty Equipment
79	510	Toyota 7FGV25 Forklift		83831		Canada North Camps		Specialty Equipment
80	511	Gene Scissor Lift		GS32-46665		Canada North Camps		Specialty Equipment
81	512	Gene Scissor Lift		GS32-46667		Canada North Camps		Specialty Equipment
82	513	Dawoo Forklift				Canada North Camps		Specialty Equipment
83	514	1998 John Deere Hoe		FF892EX012509		Canada North Camps		Specialty Equipment
84	516	SkyJack(Scissor Lift)				Canada North Camps		Specialty Equipment
85	517	SkyJack(Scissor Lift)		SJ1113220		Canada North Camps		Specialty Equipment
86	518	ScissorLift (SJIII3220)		SJ1113220		Canada North Camps		Specialty Equipment
87	519	ScissorLift (SJIII3220)				Canada North Camps		Specialty Equipment
88	520	Nissan Forklift				Canada North Camps		Specialty Equipment
89	521	2005 JLG 600S				Canada North Camps		Specialty Equipment
90	522	Hyundai HDF70-7S				Canada North Camps		Specialty Equipment
91	523	2008 S205 Bobcat(Forks/bucket)				Canada North Camps		Specialty Equipment
92	524	2006 Allmond Bros ML 20330	4NR687			Canada North Camps		Specialty Equipment
93	525	2006 Allmond Bros ML 20330	4NR688			Canada North Camps		Specialty Equipment
94	526	2003 Allmond Bros Maxi Light 15330	4NR689			Canada North Camps		Specialty Equipment
95	527	CAT P20000-D Forklift				Canada North Camps		Specialty Equipment
96	528	Kamatso Wheel Loader 1988				Canada North Camps		Specialty Equipment
97	529	Zoom Boom				Canada North Camps		Specialty Equipment
98	701	John Deere Pro Gator 2020				Canada North Camps		Specialty Equipment
99	702	John Deere 5203 Tractor				Canada North Camps		Specialty Equipment
100	703	John Deere 850 Tractor				Canada North Camps		Specialty Equipment
101	803	John Deere Mower				Canada North Camps		Specialty Equipment
102	902	WhisperWatt Generator				Canada North Camps		Specialty Equipment
103	407	2013 Manac Tridem	4KM066	2M5131585D1134821	Winterburn Yard	Canada North Camps		Specialty Equipment
104	208	1985 GMC General Dump Truck	81H449	1GDT9F4R2FV518939	Winterburn Yard	Canada North Camps		Specialty Equipment

Produced with information supplied by the Company. R.e.l. group inc. has not audited reviewed or otherwise verified this information.

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DJ Catering Ltd.
Asset List
August 2017

ITEM #	UNIT #	YEAR, MAKE & MODEL	LIC. PLATE #	VIN / SERIAL #	LOCATION	REGISTRANT	LESSOR	TYPE
1	106	2008 Ford F350	G99267	1FTWW31R78ED37089	Travis Farm	DJ Catering Ltd		Truck/Van/SUV
2	109	2005 Ford F150	ERV417	1FTRW14W55FB14333	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
3	111	2008 Ford F350	G84811	1FTWW31R88EC57820	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
4	118	2008 Ford F350	G84808	1FTWW31R58EB64883	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
5	119	1998 Dodge Dakota	EZW325	1B7GL22Y4WS598157	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
6	130	2009 Dodge 3500HD	ZLS034	3D7MX38L49G556565	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
7	204	2006 GMC C7500	BDJ1336	1GDL7E1C56F429716	Winterburn Yard	DJ Catering Ltd		Truck/Van/SUV
10	305	2006 Western Star Conv.	H07991	5KJJALAV16PW53310	Winterburn Yard	DJ Catering Ltd	0472-91646 Mercado Capital Corp Leasing	Semi/Trailer/Dump
11	602	2006 Royal Cargo Trailer	W39208	259PL336263017950		DJ Catering Ltd		Semi/Trailer/Dump
12	611	1995 Homebuilt Utility	W11480	2AT608178SU400218		DJ Catering Ltd		Semi/Trailer/Dump

Produced with information supplied by the Company. R.e.l. group inc. has not audited reviewed or otherwise verified this information.

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1919209 Alberta Ltd.
Asset Listing
August 2017

ITEM #	DESCRIPTION	SERIAL #	MANUFACTURER	YEAR	LESSOR	LOCATION	TYPE
1	DORM 42 ROOM JACK & JILL DORM D	201504WB001 to 008	CAMPCORP	2015	Weslease	Berland	Building

Produced with information supplied by the Company. R.e.l. group inc. has not audited reviewed or otherwise verified this information.

Exhibit D-32(Confidential): provided to Justice Nielsen and counsels only

Ryan Quinlan

'rom: Darren Bieganek
Sent: April-27-18 3:04 PM
To: 'swanke@millerthomson.com'
Cc: 'matt.mcculloch@ca.ey.com'; 'dan.mcculloch@ca.ey.com'; 'stuart.clinton@ca.ey.com'; Ryan Quinlan
Subject: CNC - Closing Matters - Remaining Camps

Stephanie,

We spoke about this briefly the other evening when I mentioned to you that Ms. McCracken has been indicating to Matt McCulloch that in respect of certain camps, Canada North, or the Remaining Applicants (as we've called them in the most recent Order) have "nothing there" or "nothing there of value".

I understand from Mr. McCulloch that Ms. McCracken reiterated those representations this morning. While I am unclear as to which camps she mentions specifically (as I was not party to the conversation), I do understand that they included Bonnyville, HML, Peace River, at a minimum. Mr. McCulloch has subsequently advised that Ms. McCracken has now indicated she was wrong – that everything on the appraisal is theirs but she does not know where it all is.

Based on our discussions, and certainly it has been my understanding along with the Monitor's understanding that all of the assets listed on the appraisal were assets belonging to Canada North. Ms. McCracken has confirmed that. However, there is some volume of equipment so it is a little disconcerting that the company may not now know where it is.

am referring to Exhibit "B" to the First Affidavit of Paul McCracken sworn in these proceedings (Confidential Affidavit) and attach a copy for your ease of reference. Exhibit "B" is a list of equipment which remains with the enterprise after the logistics sale closes.

I note in the document that in respect of the following camps, the appraisal indicates that there are assets with the following value ranges (from for sale to fair market) at those locations:

Camp	Value Range
Bonnyville	$1,164,000.00 to $3,165,000.00
HML	$1,290,000.00 to $4,600,000.00
Monias	$4,560,000.00 to $16,850,000.00
Peace River	$281,000.00 to $1,400,000.00
Wandering River	$1,150,000.00 to $2,900,000.00

I also understand from Mr. McCulloch today that the companies have essentially abandoned Bonnyville, Peace River, and perhaps Wandering River and have left others to "secure the sites". I may be exaggerating that piece but obviously a discussion with the Monitor about having that take place in advance, rather than after the fact, was probably something that should have been considered by the Company.

I have sent you this to bring the issue to your attention. The Monitor will follow up with Rob at the company to determine equipment locale but it seems like an awful lot of gear has been moved which should have been discussed.

'ours truly,

Exhibit: A for Identification
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

Darren Bieganek

From: Stephanie Wanke <stephanie.wanke@oviattlaw.com>
Sent: February-22-18 4:29 PM
To: Chuck Russell
Cc: Darren Bieganek
Subject: Canada North - Residual Equipment
Attachments: Equipment 22 Feb 18.pdf

Hi Chuck,

Under the current proposal, attached is the residual equipment (with Ron Victor's appraisal numbers) for what will be left in Canada North Group for realization. As you will see, the value in the Nilsson purchase significantly exceeds the appraised realization value of the equipment that has been removed from the list.

In addition, of course, the Accounts Receivable and WIP, as well the real estate would be available for realization.

Thanks,

Stephanie

Stephanie A. Wanke

Lawyer
Oviatt Law

(t) 780.809.2219
(f) 780.669.7215

#401, 10408 124 Street
Edmonton, Alberta
T5N 1R5

Exhibit: B for Identification
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll

Ryan Quinlan

Subject: FW: CNC - Pre-Closing Transactions [MTDMS-Legal.FID7395744]
Attachments: hml fire cert.pdf

Exhibit: D-33
Date: December 5, 2018
Questioning Paul
Of: William McCracken
Briana Nicoll Bleiro

From: Matt McCulloch <Matt.McCulloch@ca.ey.com>
Sent: July-18-18 4:20 PM
To: Ryan Quinlan <rquinlan@dcllp.com>
Subject: FW: CNC - Pre-Closing Transactions [MTDMS-Legal.FID7395744]

Yours truly,

Matt McCulloch, CPA, CA, CIRP, Licensed InsolvencyTrustee
Partner & Senior Vice President*| Corporate Restructuring & Insolvency
Ernst & Young Inc.
EPCOR Tower, 10423 – 101 Street, Suite 1400, PO Box 44, Edmonton AB T5H 0E7
Direct: 780 638 6642 | Fax: 780 428 8977 | matt.mcculloch@ca.ey.com
Website: http://www.ey.com
Assistant: Sonjá Clarke | Phone: 780 441 4671| sonja.clarke@ca.ey.com
Paraprofessional: Trina Sorbara | Phone 780 412 2393 | trina.m.sorbara@ca.ey.com
* Services provided through Matthew McCulloch Professional Corporation

From: Wanke, Stephanie [mailto:swanke@millerthomson.com]
Sent: Monday, April 30, 2018 4:52 PM
To: Matt McCulloch <Matt.McCulloch@ca.ey.com>; Shayne McCracken <Shayne.McCracken@goldenwestgroup.com>; Paul McCracken <Paul.McCracken@djcatering.ca>; Nigel Mbanga <Nigel.Mbanga@canadanorthcamps.com>; Brian Stasynec <brian.stasynec@canadanorthcamps.com>; Kim Capjack <Kim.Capjack@canadanorthcamps.com>
Cc: Darren Bieganek <dbieganek@dcllp.com>; Dan McCulloch <Dan.McCulloch@ca.ey.com>; 'Barnhouse, Heather' <heather.barnhouse@dentons.com>; Stuart Clinton <stuart.clinton@ca.ey.com>
Subject: RE: CNC - Pre-Closing Transactions [MTDMS-Legal.FID7395744]

Hi Matt,

Thanks for this – the outstanding list is definitely shrinking.

Note – at the bottom of this list I've summarized outstanding deliverables by Person. I understand some of these deliverables may have been emailed to you but I'm asking if the identified person can just resend in those cases.

Here is my understanding of the items that are still o/s from your email and our response on those items:

1. Operating agreement. Lodgistix has the same view of the terms as you set out in your email. I understand Darren is working on a draft asap.

2. Employees:
    a. Lodgistix will bill-back for all employees EXCEPT for those that are solely required by Canada North. That means that the office staff that are being kept solely for Canada North will not move to Lodgistix – same for the full time Wabasca on-site staff. Lodgistix can bill-back for the temp workers since there isn't the same long term liability issue attached to moving the employees over.
    b. For Canada North employees, Canada North will need to run payroll and have WCB. (Shayne is prepared to assist in running that payroll, etc., but will need an account to ETF payments to Canada North employees.

3. HML: Shayne's understanding from Friday was that you wanted the fire inspection done, which is what the fire inspector has advised is necessary. The $3k quote is attached from the safety company. The safety company has been asked to proceed with the inspection so please advise asap if you do not want this work done.

4. Moving Assets: Canada North had begun moving items that were at high risk of being stolen to the Farm – i.e. smaller items like gensets. Canada North understands the Monitor's direction is to move the remaining "at flight risk" assets to the Farm asap and that work is continuing.

   There are a number of assets that are very expensive to move – i.e. boxes that are joined together and would need to be dismantled, and then moved. Canada North will need third party movers to move that equipment. Can you please confirm if you want all the assets moved to the farm or just the highest risk ones? Canada North will then need to get third party quotes.

   Note – Darren had raised a concern that items on the appraisal were owned by third parties. I've confirmed with Shayne that isn't the case. It is the case that there are third party owned assets on various properties, but they are not listed in the appraisal.

5. Campcorp US: The Foxfire yard is fenced (locked during off hours) and well lit with halogen lighting. There is no overnight security. The reliant dorms are in a 'cluster' in the yard and are clearly distinguishable from the other units – they are coloured and marked differently than the other units as they were constructed to form a single hotel. The dorms are difficult to move – it would take a day to move them. The security risk is therefore really vandalism, not theft, from USA's perspective and the cost of overnight security has not been considered necessary.

   We will provide the outstanding information re: photos, invoices and serial numbers.

   Campcorp US confirms it will not authorize or facilitate the removal of the reliant dorms from the US without the Monitor's approval.

   If you want more security, it will have to be at the estate's cost. Please advise if you want additional security arranged.

6. You have received the bank account details and there are no merchant service provides at Wabasca and HML.

7. Insurance – insurance has been provided and contact information for the broker, Laura, has been provided and she has been authorized to deal directly with you or your team on insurance matters. I think it would likely be best if you deal with Laura directly since there seems to be a disconnect in what you are looking for and what is being provided.

8. Municipal discussions for 'alternate' camp uses: There were discussion with the Mayor of Bonnyville, who supported use of Bonnyville as a corrections or rehabilitation facility. Paul / Pat Laforge had discussions with a variety of parties in the federal government and some interest has been expressed,

however, the federal government expressed a preference to the Peace River lodge as the first potential site. That lodge is owned by Reliant.

All of these discussions are fairly preliminary – I do not see an opportunity for the Monitor to realize on Bonnyville as a result of these discussions as there is no existing opportunity.

9. Asset list for pre-closing transaction: I understand Darren is satisfied that asset lists are not needed and Brittany and Heather are now finalizing revisions to that documentation

Outstanding deliverables (all to be done asap): (Matt, if I've missed anything off this summary, please let me know).

Brian:

- To provide cash flow/P&L for Wabasca from January 1 to present.
- To provide cash flow/P&L for HML from January 1 to present.

Kim

- To provide contact information for CNRL and ALPAC re: well site storage (although Lodgistix will bill for this under Canada North)
- To give notice that Wabasca is closing have "re-open if needed" sign posted.
- To confirm as employee offers have been accepted by Lodgistix employees

Susan

- To provide photos of the reliant dorms in the US yard
- To provide the Reliant invoices showing, by serial number, which dorms have been paid for and which dorms are not paid for

Shayne (and Nigel, Brian as needed)

- To coordinate all of the outstanding deliverables with her team
- To provide information for which bank accounts are open and confirmation that other accounts are closed
- To provide April 21 bank balances
- Ongoing support/reconciliation for post April 21 transactions – I see this as an ongoing matter, not fixed as of closing. Matt – do you see it differently?
- Ongoing AR billing for post April 21 services provided by Canada North

Pete Robb

- To provide updated locations for 'residual assets' as set out in the appraisal.

Paul

- To provide update on sale of WWTP

Thanks,

Stephanie

STEPHANIE WANKE
Partner

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8
Direct Line: +1 780.429.9722
Cell: +1 587.921.8926
Fax: +1 780.424.5866
Email: swanke@millerthomson.com
millerthomson.com

MILLER THOMSON
AVOCATS | LAWYERS

Please consider the environment before printing this email.

Exhibit D - 34
Examination of Barry Roman
Date: Dec 6/18
Sharon Hayes, Court Reporter

Can you get this shrunk and printed in colour for me fro the questioning?

ren Bieganek
tner, Insolvency, Restructuring and Commercial Litigation
780.441.4386

From: Barry Roman <barry@rammodular.com>
Sent: September-04-18 11:05 AM
To: Mark Shtay <Mark.Shtay@ca.ey.com>; Jim@rammodular.com
Cc: Matt McCulloch <Matt.McCulloch@ca.ey.com>; Ryan Quinlan <rquinlan@dcllp.com>
Subject: RE: Assets Removed from Monias

Mark,

The assets highlighted in yellow below are not owned by RAM. I believe they were taken from the site by CNC some time ago. I have no idea where. I do not know if they were owned by CNC or not.

Barry

Barry A. Roman
Reliant Asset Management, LLC
2900 S Quincy Street #425
Arlington, VA 22206
703-820-2900
www.rammodular.com
www.ariesbuildings.com

From: Mark Shtay
Sent: Tuesday, September 4, 2018 12:43 PM
To: barry@rammodular.com; Jim@rammodular.com
Cc: Matt McCulloch; Ryan Quinlan
Subject: Assets Removed from Monias

Good Morning Barry and Jim,

I was hoping you could help me out with the asset list for the Monias site. As far as we understand the items highlighted in Green below are being claimed by Ram Modular and were moved to Conklin. Do you know where the remaining items, in yellow, were moved to?

Unit	DESCRIPTION	VIN	Year	Name	LOCATION	On Site	Comments
284	SWAMP MATS 3,750 @ $450		2015		Monias	Y	800 Mats Taken By Barry Roman. 500-800 left on site. As per Jason King
51	REC 6 UNIT	201401005SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
52	REC 6 UNIT	201401006SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
53	REC 6 UNIT	201401007SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
54	REC 6 UNIT	201401008SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
55	REC 6 UNIT	201401009SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
56	REC 6 UNIT	201401010SL	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
65	REC 4 UNIT	FX4DR5C201333001 to 004	2013	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
57	KITCHEN 5 UNIT	201408SL001	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
58	KITCHEN 5 UNIT	201408SL002	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King
66	KITCHEN / REC 6 UNIT	FXCFGN16U201326001 to 005	2013	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
72	KITCHEN	WS5LK201338001 to 006	2013	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
60	DORM I - 38 ROOM	201417FXRAM001 to 008	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
69	DORM E - 30 ROOM CNC	FX300201340001 to 008	2013	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
69	DORM F - 30 ROOM CNC	FX300201342001 to 009	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
69	DORM COMPLEX MAT.	MSGU6114779	2015		Monias		Moved by Barry Roman to Conklin / Same as Sea Can #. As per Jason King.
59	DORM C - 38 ROOM	201416FXRAM001 to 008	2014	CAMPCORP	Monias		Moved by Barry Roman to Conklin. As per Jason King. Claimed by RAM.
62	DORM 42 ROOM STAFF K		2009		Monias		Moved by Barry Roman to Conklin. As per Jason King
61	DORM - JACK & JILLS	DC_F1_S10 to DQ_F3_S1	2011	MODUS	Monias		Moved by Barry Roman to Conklin. As per Jason King

Let me know if you have any questions.

Regards,

Mark Shtay, BCom | Associate | Corporate Restructuring & Insolvency

EY

Ernst & Young Inc.
EPCOR Tower, 10423 – 101 Street, Suite 1400, PO Box 44, Edmonton AB T5H 0E7
Direct: 780-441-4237 | Fax: 780-426-8977 | Mark.Shtay@ca.ey.com
Website: http://www.ey.com

Exhibit D - 35
Examination of Barry Roman
Date: Dec 6/18
Sharon Hayes, Court Reporter

KILOMETER 147 LIMITED PARTNERSHIP

Financial Statements

September 30, 2015

(Unaudited)

Pennock Acheson Nielsen Devaney

Pennock Acheson Nielsen Devaney

Pennock Acheson Nielsen Devaney
Chartered Accountants

2201 Toronto Dominion Tower
10088 - 102 Avenue
Edmonton, Alberta T5J 2Z1

Telephone: (780) 496-7774
Facsimile: (780) 423-0582

REVIEW ENGAGEMENT REPORT

To the Partners of Kilometer 147 Limited Partnership

We have reviewed the balance sheet of Kilometer 147 Limited Partnership as at September 30, 2015 and the statements of loss, partners' deficiency and cash flows for the year then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of inquiry, analytical procedures and discussion related to information supplied to us by the Partnership.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

Pennock Acheson Nielsen Devaney

Chartered Accountants

January 25, 2016

KILOMETER 147 LIMITED PARTNERSHIP

Balance Sheet

As at September 30, 2015

(Unaudited)

ASSETS		
CURRENT		
Cash	$	1,253
Accounts receivable		170,675
Goods and services tax recoverable		8,862
		180,790
EQUIPMENT (Note 2)		17,497,389
	$	17,678,179
LIABILITIES		
CURRENT		
Accounts payable and accrued liabilities	$	2,218,397
CAPITAL LEASE OBLIGATION - CANADA NORTH CAMPS INC. (Note 3)		2,596,000
CAPITAL LEASE OBLIGATION - 726 REMOTE ACCOMMODATIONS, LTD. (Note 3)		15,651,010
		20,465,407
CONTINGENCIES AND COMMITMENTS (Note 5)		
PARTNERS' DEFICIENCY		
Canada North Camps Inc.		(834,348)
726 Remote Accommodations, Ltd.		(976,440)
Morris Monias		(976,440)
		(2,787,228)
	$	17,678,179

APPROVED BY THE PARTNERS

______________________________ *Partner*

______________________________ *Partner*

KILOMETER 147 LIMITED PARTNERSHIP

Statement of Loss

Year Ended September 30, 2015

(Unaudited)

REVENUE	$ 1,556,515
COST OF SALES	2,479,723
GROSS PROFIT	(923,208)
EXPENSES	
Wages and benefits	51,317
Professional fees	26,137
Insurance	10,858
Interest and bank charges	1,356
Office	251
	89,919
LOSS BEFORE THE UNDERNOTED	(1,013,127)
DEPRECIATION	1,916,193
NET LOSS	$ (2,929,320)

KILOMETER 147 LIMITED PARTNERSHIP

Statement of Partners' Deficiency

Year Ended September 30, 2015

(Unaudited)

	2014 Balance	Net Loss	Contributions	2015 Balance
Canada North Camps Inc.	$ -	$ (976,440)	$ 142,092	$ (834,348)
726 Remote Accommodations, Ltd.	-	(976,440)	-	(976,440)
Morris Monias	-	(976,440)	-	(976,440)
	$ -	$ (2,929,320)	$ 142,092	$ (2,787,228)

KILOMETER 147 LIMITED PARTNERSHIP
Statement of Cash Flows
Year Ended September 30, 2015
(Unaudited)

OPERATING ACTIVITIES	
Cash receipts from customers	$ 1,385,840
Cash paid to suppliers and employees	(360,107)
	1,025,733
INVESTING ACTIVITY	
Purchase of equipment	(1,166,572)
FINANCING ACTIVITY	
Partner contributions	142,092
CHANGE IN CASH, BEING CASH END OF YEAR	$ 1,253

Kilometer 147 Limited Partnership (KM 147), a limited partnership privately formed in accordance with the Partnership Act of Alberta, operates a remote oil field camp facility in Conklin, Alberta. The ultimate Partners of the Limited Partnership are Canada North Camps Inc. (through Canada North Group LP Holdings Ltd.), 726 Remote Accommodations, Ltd., and Morris Monias.

These financial statements reflect the assets, liabilities, revenues and expenses of the Limited Partnership and do not include any other assets, liabilities, revenues or expenses of the Partners or the liability of the Partners for taxes on net earnings of the Limited Partnership, nor do they include any provision for the Partners' fees or interest on invested capital.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and contain the following significant accounting policies:

Cash and cash equivalents

Cash and cash equivalents consists of cash in banks and cash on hand.

Equipment

Equipment is recorded at cost less accumulated depreciation. Cost includes expenditures directly attributable to the acquisition of the asset. The cost of manufactured assets includes the cost of materials, direct labour, direct overheads and all costs directly attributable to bringing the asset to the condition necessary for operation. Repairs and maintenance expenditures that do not exceed the useful life or improve the efficiency of the asset are expensed. Depreciation is provided by the Partnership at rates determined to depreciate the cost of the assets over their useful lives as follows:

Camp trailers	10%	declining balance method
Set up costs	3 years	straight-line method
Equipment	8% - 50%	declining balance method

Long-Lived Assets

When events indicate that a decrease in the net recoverable value of long-lived assets, which include property and equipment, may have occurred, management assesses the carrying value for indications of impairment. Impairment is tested by comparing the carrying value of the asset to its net recoverable amount and where carrying value exceeds the net recoverable value, the carrying value is written down to equal net recoverable value. The net recoverable value is determined by reference to cash flow estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Leases

Leases are classified as either capital or operating leases. A lease which transfers substantially all risk and reward of ownership of the asset is classified as a capital lease. All other leases are classified as operating leases. At the time the company enters into a capital lease, an asset is recorded with its related long-term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

Financial instruments

The Partnership's financial instruments recognized on the balance sheet consist of cash, accounts receivable, accounts payable and accrued liabilities, and capital leases. Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, the financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments that are measured at fair value are expensed when incurred. Transaction costs incurred on the acquisition, sale, or issue of all other financial instruments are added or netted against the carrying value of the instrument and are then recognized over the expected life of the instrument using the straight-line method.

Revenue recognition

Revenue is recognized when camp and catering services are provided and collection is reasonably assured.

2. EQUIPMENT

	Cost	Accumulated Depreciation	Net book value
Camp trailers and set up costs	$ 18,872,582	$ 1,833,893	$ 17,038,689
Equipment	541,000	82,300	458,700
	$ 19,413,582	$ 1,916,193	$ 17,497,389

Included in the above are camp trailers and set up costs under capital lease with a net book value of $16,062,258. Included in current year additions are assets under capital lease of $18,247,010.

3. CAPITAL LEASES

Capital lease payable to Canada North Camps Inc.	$ 2,596,000
Capital lease payable to 726 Remote Accommodations, Ltd.	15,651,010
	18,247,010
Less estimated current portion	-
	$ 18,247,010

Capital leases are for camp trailers, set up costs and equipment required for the camp. Required lease payments under each of these leases are contingent on the camps achieving positive cash flow as agreed to in the Partnership Agreement. No interest has been accrued as the potential interest accruing on the capital leases is assumed to be equal to the discount attributed to the lack of requirement to make payments.

4. RELATED PARTY TRANSACTIONS AND BALANCES

The Partnership has entered into an agreement with Canada North Camps Inc. to be the Operator of the camp. Any costs incurred by Canada North Camps as operator on behalf of the partnership, such as rentals, wages and repairs and maintenance, are charged back at cost plus 15%. During the period, the Partnership has paid amounts to Canada North Camps Inc. and related companies approximately as follows:

Set up costs capitalized	$ 2,300,000
Catering, maintenance and rental included in costs of sales	1,750,000
Wages and other operating expenses	51,000
	$ 4,101,000

All transactions occurred in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Included in accounts payable at year end to $569,666 owing to Heart Lake CNC Limited Partnership, a partnership related through under common ownership. Amounts are under normal commercial terms.

5. CONTINGENCIES AND COMMITMENTS

i) Going concern

The Western Canadian energy industry is experiencing significant challenges as a result of a dramatic and extended drop in commodity prices. As a result of this, the Partnership has sustained significant losses and has been unable to meet its liabilities with cash from operations, requiring Partner contributions in order to continue to operate. The Partnership's future financial position and results of operations are contingent on the strengthening of the Energy Industry. If the camp is required to relocate the Partnership could sustain material losses. The outcome at this time is not determinable.

ii) Commitments

The Partnership has entered into a catering services agreement for a five year term with Heart Lake CNC Limited Partnership, a partnership under common ownership. Under this agreement, KM 147 is committed to paying $80 per man day for catering services provided. During 2015, the Partnership paid $552,160 for services.

iii) Litigation risk

In the normal course of business, the Partnership sometimes is named a defendant in litigation. In management's opinion, the Partnership has no outstanding claims that would have a material impact on these financial statements.

iv) Risk management

Credit risk arises from the potential that a counter-party will fail to perform its obligations. The Partnership assesses the credit worthiness of its customers on an on-going basis and monitors the amount and age of the balances outstanding. Primarily all of the Partnership's receivables are from customers in or related to the oil and gas industry.

Liquidity risk is the risk that the Partnership will not be able to meet its obligations associated with financial liabilities. Cash flow from operations provides sufficient cash for the Partnership to meet its obligations.

Exhibit D - 36
Examination of Barry Roman
Date: Dec 6/18
Sharon Hayes, Court Reporter

PEACE RIVER LODGE LIMITED PARTNERSHIP

Financial Statements

September 30, 2015

(Unaudited)

Pennock Acheson Nielsen Devaney

Pennock Acheson Nielsen Devaney
Chartered Accountants

2201 Toronto Dominion Tower
10088 - 102 Avenue
Edmonton, Alberta T5J 2Z1

Telephone: (780) 496-7774
Facsimile: (780) 423-0582

REVIEW ENGAGEMENT REPORT

To the Partners of Peace River Lodge Limited Partnership

We have reviewed the balance sheet of Peace River Lodge Limited Partnership as at September 30, 2015 and the statements of loss, partners' deficiency and cash flows for the year then ended. Our review was made in accordance with Canadian generally accepted standards for review engagements and, accordingly, consisted primarily of inquiry, analytical procedures and discussion related to information supplied to us by the Partnership.

A review does not constitute an audit and, consequently, we do not express an audit opinion on these financial statements.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements are not, in all material respects, in accordance with Canadian accounting standards for private enterprises.

Pennock Acheson Nielsen Devaney

Chartered Accountants

January 25, 2016

PEACE RIVER LODGE LIMITED PARTNERSHIP

Balance Sheet

As at September 30, 2015

(Unaudited)

ASSETS	
CURRENT	
Cash	$ 1,816
Accounts receivable	27,140
Due from 726 Remote Accommodations, Ltd.	433,594
	462,550
EQUIPMENT (Note 2)	26,346,853
	$ 26,809,403
LIABILITIES	
CURRENT	
Accounts payable and accrued liabilities	$ 2,392,970
Priority payables	23,474
	2,416,444
CAPITAL LEASE OBLIGATION - CANADA NORTH CAMPS INC. (Note 3)	2,892,142
CAPITAL LEASE OBLIGATION - 726 REMOTE ACCOMMODATIONS, LTD. (Note 3)	21,774,463
	27,083,049
CONTINGENCIES AND COMMITMENTS (Note 5)	
PARTNERS' DEFICIENCY	
Canada North Camps Inc.	22,441
726 Remote Accommodations, Ltd.	(296,087)
	(273,646)
	$ 26,809,403

APPROVED BY THE PARTNERS

______________________________ *Partner*

______________________________ *Partner*

PEACE RIVER LODGE LIMITED PARTNERSHIP

Statement of Loss

Year Ended September 30, 2015

(Unaudited)

REVENUE	$ 428,273
COST OF SALES	870,043
GROSS PROFIT	(441,770)
EXPENSES	
Wages and benefits	62,602
Property taxes	35,871
Professional fees	21,835
Interest and bank charges	12,192
Insurance	10,151
Office	7,753
	150,404
NET LOSS	$ (592,174)

PEACE RIVER LODGE LIMITED PARTNERSHIP

Statement of Partners' Deficiency

Year Ended September 30, 2015

(Unaudited)

	2014 Balance	Net Loss	Contributions	2015 Balance
Canada North Camps Inc.	$ -	$ (296,087)	$ 318,528	$ 22,441
726 Remote Accommodations, Ltd.	-	(296,087)	-	(296,087)
	$ -	$ (592,174)	$ 318,528	$ (273,646)

PEACE RIVER LODGE LIMITED PARTNERSHIP

Statement of Cash Flows

Year Ended September 30, 2015

(Unaudited)

NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:	
OPERATING ACTIVITIES	
Cash receipts from customers	$ 401,133
Cash paid to suppliers and employees	962,403
	1,363,536
INVESTING ACTIVITY	
Purchase of equipment	(1,680,248)
FINANCING ACTIVITY	
Partner contributions	318,528
CHANGE IN CASH, BEING CASH END OF PERIOD	$ 1,816

Peace River Lodge Limited Partnership, a limited partnership privately formed in accordance with the Partnership Act of Alberta, operates a remote oil field camp facility in Peace River, Alberta. The ultimate Partners of the Limited Partnership are Canada North Camps Inc. (through Canada North Group LP Holdings Ltd.) and 726 Remote Accommodations, Ltd.

These financial statements reflect the assets, liabilities, revenues and expenses of the Limited Partnership and do not include any other assets, liabilities, revenues or expenses of the Partners or the liability of the Partners for taxes on net earnings of the Limited Partnership, nor do they include any provision for the Partners' fees or interest on invested capital.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The preparation of the financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises and contain the following significant accounting policies:

Cash and cash equivalents

Cash and cash equivalents consists of cash on hand and cash in banks.

Equipment

Equipment is recorded at cost less accumulated depreciation. Cost includes expenditures directly attributable to the acquisition of the asset. The cost of manufactured assets includes the cost of materials, direct labour, direct overheads and all costs directly attributable to bringing the asset to the condition necessary for operation. Repairs and maintenance expenditures that do not extend the useful life or improve the efficiency of the asset are expensed. Depreciation is provided by the Partnership at rates determined to depreciate the cost of the assets over their estimated useful lives as follows:

Camp trailers	10%	declining balance method
Set up costs	3 years	straight-line method

Long-Lived Assets

When events indicate that a decrease in the net recoverable value of long-lived assets, which include property and equipment may have occurred, management assesses the carrying value for indications of impairment. Impairment is tested by comparing the carrying value of the asset to its net recoverable amount and where carrying value exceeds the net recoverable value, the carrying value is written down to equal net recoverable value. The net recoverable value is determined by reference to cash flow estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Leases

Leases are classified as either capital or operating leases. A lease which transfers substantially all risk and reward of ownership of the asset is classified as a capital lease. All other leases are classified as operating leases. At the time the company enters into a capital lease, an asset is recorded with its related long-term obligation to reflect the acquisition and financing. Rental payments under operating leases are expensed as incurred.

Financial instruments

The Partnership's financial instruments recognized on the balance sheet consist of cash, accounts receivable, due from 726 Remote Accommodations, Ltd., accounts payable and accrued liabilities, priority payables and capital lease obligations. Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, the financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments that are measured at fair value are expensed when incurred. Transaction costs incurred on the acquisition, sale, or issue of all other financial instruments are added or netted against the carrying value of the instrument and are then recognized over the expected life of the instrument using the straight-line method.

Revenue recognition

Revenue is recognized when camp and catering services are provided and collection is reasonably assured.

2. EQUIPMENT

	Cost	Accumulated Depreciation	Net Book Value
Camp trailers and set up costs	$ 26,346,853	$ -	$ 26,346,853

As the camp was not in full operation in the period, no depreciation was taken. Included in the above are camp trailers and set up costs under capital lease of $24,666,605, which were all additions in the current year.

3. CAPITAL LEASES

Capital lease payable to Canada North Camps Inc. for camp trailers	$ 2,892,142
Capital lease payable to 726 Remote Accommodations, Ltd. for camp trailers and set up costs	21,774,463
	24,666,605
Less estimated current portion	-
	$ 24,666,605

Required lease payments under each of these leases are contingent on the camp achieving positive cash flow as agreed to in the Partnership Agreement. No interest has been accrued as with the uncertainty regarding the timeline to reopen the camp, the potential interest accruing on the capital leases is assumed to be equal to the discount attributed to the lack of requirement to make payments.

4. RELATED PARTY TRANSACTIONS AND BALANCES

The Partnership has entered into an agreement with Canada North Camps Inc., to be the Operator of the camp. Any costs incurred by Canada North Camps as operator on behalf of the Partnership, such as rentals, wages and maintenance, are charged back at cost plus 15%. During the period, the Partnership paid amounts to Canada North Camps Inc. and related companies approximately as follows:

Set up costs capitalized	**$ 3,500,000**
Catering, maintenance and rental included in costs of sales	**550,000**
Wages and other operating expenses	**62,600**
	$ 4,112,600

All transactions occurred in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Amounts due from 726 Remote Accommodations, Ltd., a Limited Partner, are on normal commercial terms.

5. COMMITMENTS AND CONTINGENCIES

i) Going concern and subsequent event

The Western Canadian energy industry is experiencing significant challenges as a result of a dramatic and extended drop in commodity prices. As a result of this, the Partnership has sustained significant losses and has been unable to meet its liabilities with cash from operations, requiring Partner contributions in order to continue to operate. In response to the ongoing industry challenges, subsequent to year end, the Partnership has temporarily closed the camp pending securing sufficient contracts to return the camp to profitability. The Partnership's future financial position and results of operations are contingent on the strengthening of the Energy Industry. If the camp is required to relocate the Partnership could sustain material losses. The outcome at this time is not determinable.

ii) Commitments

The Partnership has entered into a catering services management agreement for a five year term with Canada North Camps Inc., under which the Partnership is committed to pay $80 per man day for catering services provided. During 2015, the Partnership paid approximately $180,000 for these services.

iii) Litigation risk

In the normal course of business, the Partnership sometimes is named as a defendant in litigation. In management's opinion, the Partnership has no outstanding claims that would have a material impact on these financial statements.

iv) Risk management

Credit risk arises from the potential that a counter-party will fail to perform its obligations. The Partnership assesses the credit worthiness of its customers on an on-going basis and monitors the amount and age of the balances outstanding. Primarily all of the Partnership's receivables are from customers in or related to the oil and gas industry. The Partnership does not have any significant risk with respect to any single customer.

Liquidity risk is the risk that the Partnership will not be able to meet its obligations associated with financial liabilities. Cash flow from operations provides for a portion of the Partnership's cash requirements. Additional cash requirements are met with Partner contributions.