Clerk's Stamp

FILED
SEP 18 2017
JUDICIAL DISTRICT OF EDMONTON
Clerk of the Court

COURT FILE NUMBER	1703 12327
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
	AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF CANADA NORTH GROUP INC., CANADA NORTH CAMPS INC., CAMPCORP STRUCTURES LTD., D.J. CATERING LTD., 816956 ALBERTA LTD., 1371047 ALBERTA LTD., and 1919209 ALBERTA LTD.
DOCUMENT	FOURTH AFFIDAVIT OF SHAYNE McCRACKEN
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Stephanie A. Wanke Spencer Norris DLA Piper (Canada) LLP 1201 Scotia Tower 2 10060 Jasper Avenue Edmonton AB T5J 4E5 T 780.429.6822 F 780.702.4379 File No.: 37060-00001

FOURTH AFFIDAVIT OF SHAYNE McCRACKEN

Sworn on September 18, 2017

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

1. I am a Director and the Secretary of each of the applicants, Canada North Group Inc., Canada North Camps Inc. ("**CNC**"), CampCorp Structures Inc., D.J. Catering Inc., 816956 Alberta Ltd., 1371047 Alberta Ltd. ("**137**"), and 1919209 Albert Ltd. (collectively, the "**CCAA Parties**") as such, the matters deposed to herein are based on my personal knowledge or on my review of the books and records maintained by the CCAA Parties in the ordinary course of their business, entries in which books and records are made reasonably contemporaneously with the CCAA Parties' business transactions as they occur, except where stated to be based upon other information and belief, and where so stated, I believe the same to be true.

2. I have previously sworn the following documents in these *Companies Creditors Arrangement Act*, RSC 1985, c. C-36 ("***CCAA***") proceedings:

    (a) Affidavit sworn and filed on June 28, 2017;

    (b) Confidential Supplemental Affidavit sworn on June 28, 2017 and sealed by Court Order on July 5, 2017;

(c) Second Supplemental Affidavit sworn and filed on July 4, 2017;

(d) Second Affidavit sworn and filed July 20, 2017;

(e) Confidential Supplement to the Second Affidavit sworn July 20, 2017, unfiled.

(f) Third Affidavit sworn and filed on July 24, 2017;

(g) Confidential Supplement to the Third Affidavit sworn on July 24, 2017, unfiled;

3. I have also sworn a Confidential Supplement to this, my Fourth Affidavit (the "**Fourth Confidential Supplement**").

Overview of Activities of the CCAA Parties since the Third Affidavit

4. As set out in detail in the First Report of the Chief Restructuring Officer (the "**CRO**") (the "**CRO's First Report**"), the CCAA Parties have worked closely with the CRO to improve the accounting and financial operations of the CCAA Parties and develop and lay the groundwork for a comprehensive restructuring.

5. The CCAA Parties have also worked closely with the Monitor in respect of ongoing reporting and the strategic direction of the proposed restructuring.

6. Despite the difficulties inherent in a CCAA process, the CCAA Parties are continuing to operate generally in the ordinary course.

Fire Camp Work.

7. The fire camp work has, overall, exceeded the projections set out in the Second Affidavit.

8. The volume of the fire camp work was somewhat less intense than projected, however, the work was of a longer duration than anticipated, resulting in overall higher revenues than initially projected.

9. The CCAA Parties also managed to keep expenses below projections, notwithstanding the overall increase in the work.

10. As a result, the positive contribution margin of the fire camp work is better than projected.

11. The collection of the fire camp accounts receivable has been somewhat slower than projected, resulting in the cash position being somewhat poorer than projected. This, however, is a temporary issue as the accounts are being paid. Further, the CCAA Parties continue to work within the present DIP facility.

12. Attached to my Fourth Confidential Supplement is the supporting financial summary detailing the budget to actual performance in respect of the fire camps.

13. Fire camp work is continuing with the CCAA Parties operating two camps at present. The threat of wildfires in BC unfortunately remains high, which would lead to additional work this fire season. The CCAA Parties remain fully able to provide additional services if needed.

Accounts Receivable

14. The CCAA Parties have been working diligently to reduce the average collection time for their accounts receivable.

15. On a go forward basis, new invoices are being issued with built-in small discounts if the accounts are paid earlier than the standard net-30 day payment requirement.

16. I believe the incentive system and the increased collection efforts will result in decreased collection time.

Head Office

17. 137 is seeking Court approval for the sale of the head office property located at 14238 134 Ave NW in Edmonton (the "**Head Office**") pursuant to an offer that is attached to my Fourth Confidential Supplement (the "**Offer**").

18. A copy of the certificate of title for the Head Office is attached hereto as Exhibit "A".

19. The Head Office was listed for sale with Cushman & Wakefield ("**Cushman**") on February 28, 2017 at a list price of $4,100,000.00

20. Cushman has advised that it marketed the Head Office as follows:

    (a) Immediately created a marketing brochure;

    (b) Uploaded the brochure to their website;

    (c) Circulated the brochure to the entire Edmonton brokerage community, both initially and on a recurring monthly basis; and

    (d) Sought leads through ongoing cold calls by their team of 4 industrial agents.

21. Along with the Offer, my Fourth Confidential Supplement contains additional information in respect of the results of the listing process and an analysis of the Offer that supports the conclusion that the Offer represents reasonable fair market value.

22. Attached as Exhibit "B" hereto is a financial projection of the impact of the sale of the Head Office.

23. In short, selling the Head Office and moving to the leased space (discussed below) provides approximately $5,000 of operating costs savings per month on a go forward basis and over $30,000 per month in cash flow savings per month as mortgage payments are eliminated.

24. The sale of the Head Office also assists the CCAA Parties in deleveraging and makes the CCAA Parties more flexible in considering restructuring options.

Lease

25. CNC has negotiated a lease for new office facilities by way of sub-lease (the "**Sub-Lease**"). A copy of the Sub-Lease and additional details are attached to my Fourth Confidential Supplement.

26. The proposed term of the Sub-Lease is from November 1, 2017 to July 31, 2019, as this matches the term of the head lease.

27. The proposed sub-lease space is adequate for the operations of the CCAA Parties.

28. CNC's obligations under the Sub-Lease are contingent on the closing of the sale of the Head Office.

29. CNC is seeking Court approval to enter into the Sub-Lease.

Future Outlook of the CCAA Parties and the proposed ISSP

ISSP

30. I have reviewed the CRO's First Report with respect to the investment and sales solicitation process ("**ISSP**") proposed therein. The groundwork for the ISSP as well as the direction of the ISSP was developed by the CRO and the CCAA Parties working collaboratively.

31. The CCAA Parties support the proposed ISSP.

32. The CCAA Parties also remain optimistic that the ongoing discussions with certain previously identified prospective investors may result in proposals that can form the basis of a successful restructuring and CCAA Plan of Arrangement and strongly support those negotiations continuing in parallel with the ISSP.

33. The CCAA Parties have also reviewed the proposals from the five solicitation firms who provided proposals, as referenced in the CRO's First Report. The CCAA Parties support the selection of Peters & Co. based on a review of the proposals, a telephone interview and the analysis of those proposals set out in my Fourth Confidential Supplement.

Future Operations

34. The indicators for the upcoming camp season are positive and support the view that the camp industry is returning to normalcy following the 2014 oil crash.

35. There are a number of open camp bookings that are in the process of being confirmed.

36. Further details with respect to upcoming bookings are set out in my Fourth Confidential Supplement.

37. Attached to my Fourth Confidential Affidavit is a week by week projection of the CCAA Parties' Net Working Capital Position from September 9, 2017 to March 3, 2018.

38. As with any projections, these projections are estimates and are subject to fluctuations. Unexpected issues may arise and ongoing operations remain subject to ordinary commercial risk. The underlying assumptions include the assumption that the projected sales will materialize.

39. The CCAA Parties, do, however, continue to take a conservative approach to their projections and believe these projections are supported by data and reasonable estimates.

40. The projections show that the camp season is projected to increase the CCAA Parties accounts receivable by over $1.8M over the period from September 9, 2017 to March 3, 2018. This is in addition to the $300k improvement in the cash position over the same period of time.

41. This increase in accounts receivable is not reflected in the cash flow projections as, by definition, those projections are based on cash.

42. The projected increase in accounts receivable results in a true improvement in the net working capital position of the CCAA Parties as there is no corresponding projected increase in accounts payable due to the fact that the CCAA Parties are operating on a near COD basis.

43. I believe the continued operation of the CCAA Parties through the 2017-2018 peak camp season will improve the financial position of the CCAA Parties to the benefit of all creditors.

Element Financial Corporation ("**ECN**")

44. ECN debited CNC's accounts three times for equipment lease payments after the date CNC filed its Notice of Intention to make a Proposal on June 26, 2017 for a total of $12,890.13 as follows:

    (a) Two payments of $5,904.57 each, taken on July 10, 2017; and

    (b) One payment of $1,080.99, taken on July 1, 2017

45. The CRO advised Glenn MacDougall of these debits on July 31, 2017 and requested repayment of same. ECN has refused to return the funds. Their email exchange is attached hereto as Exhibit "C".

Conclusion

46. I swear this Affidavit in support of the Application to extend the Stay of Proceedings, authorize the CCAA Parties to proceed with the ISSP and other collateral relief.

SWORN (OR AFFIRMED) BEFORE ME at Edmonton, Alberta, this 18th day of September, 2017..	)	
(Commissioner for Oaths in and for the Province of Alberta)	)	SHAYNE McCRACKEN

Stephanie A. Wanke
Barrister & Solicitor

TAB A

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0013 937 792	9021619;13A;8	082 516 417

LEGAL DESCRIPTION
PLAN 9021619
BLOCK 13A
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

This is Exhibit " A " referred to in the Affidavit of
Shayne McCracken
Sworn before me this 18th day
of Sept. A.D., 20 17

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;53;23;NE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 032 061 337

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
082 516 417	26/11/2008	TRANSFER OF LAND	$2,050,000	$2,050,000

OWNERS

1371047 ALBERTA LTD.
OF 14238 134 AVENUE
EDMONTON
ALBERTA T5J 3S9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
902 169 289	11/06/1990	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF EDMONTON. CITY ENGINEER C/O CITY HALL 1 SIR WINSTON CHURCHILL SQUARE EDMONTON ALBERTA T5J2R7 AS TO PORTION OR PLAN:9021620

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 107 015	22/03/2005	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA C/O THE MINISTER OF NATIONAL DEFENCE 101 COLONEL BY DRIVE OTTAWA ONTARIO K1A0K2
082 516 418	26/11/2008	MORTGAGE MORTGAGEE - BUSINESS DEVELOPMENT BANK OF CANADA. SUITE 200, 10665 JASPER AVE EDMONTON ALBERTA T5J3S9 ORIGINAL PRINCIPAL AMOUNT: $2,000,000
092 027 559	27/01/2009	CAVEAT RE : ENCROACHMENT AGREEMENT
132 239 318	06/08/2013	AMENDING AGREEMENT AMOUNT: $3,440,000 AFFECTS INSTRUMENT: 082516418
132 239 319	06/08/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BUSINESS DEVELOPMENT BANK OF CANADA. #2500, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - ALLISON MCCOLLUM

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 18 DAY OF SEPTEMBER, 2017 AT 09:22 A.M.

ORDER NUMBER: 33714946

CUSTOMER FILE NUMBER: 37060-00001

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

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

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

TAB B

This is Exhibit " B " referred to in the
Affidavit of
Shayne McCracken
Sworn before me this 18th day
of Sept. A.D. 20 17

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Canada North Group
Relocation Scenarios - Summary
August 2017

			Sell Head Office and Lease New Office Space				
			Monthly				
		Current	Projected Short-Term Costs	Projected Long-Term Costs	Projected Short-Term Savings	Projected Long-Term Savings	Notes
		($)	($)	($)	($)	($)	
Cost of Move (One Time)							
Direct Operating Costs	A	18,263	24,563	24,563	(6,300)	(6,300)	1
Interest - Office	B	11,238	-	-	11,238	11,238	
Total Operating Costs	C = A+B	29,501	24,563	24,563	4,938	4,938	
Principal Payments	D	26,470	-	-	26,470	26,470	2
Total Operating Cost and Principal Payments	E = C+D	55,971	24,563	24,563	31,408	31,408	
Savings - P&L (Per Month)	C vs. C = F		4,938	4,938			
Savings - Cash Flow (Per Month)	E vs. E = G		31,408	31,408			
Savings - P&L (Annualized)	F * 12		59,257	59,257			
Savings - Cash Flow (Annualized)	G * 12		376,897	376,897			
Cost of Initial Move (One Time)	H	67,019					
Payback Period (Months) - P&L Savings			13.6	13.6			
Payback Period (Months) - Cash Flow Savings			2.1	2.1			

Notes:

1 Current Monthly Cost column includes costs for Head Office.
2 There are no principal payments made during the CCAA period.

Transfer of Direct Energy
Produced with information supplied by the Company. R.e.l. group inc. has not audited, reviewed or otherwise verified this information.

Canada North Group

Sell Head Office and Lease New Office Space

Description		Current Monthly ($)	Projected Short Term Monthly ($)	Projected Long Term Monthly ($)
Operating Costs		Monthly Average		
Head Office				
Rent		-	12,158	12,158
Telus Phone		1,650	1,650	1,650
Direct Energy		758	375	375
Epcor Utilities		2,700	2,800	2,800
Insurance		5,325	2,800	2,800
Fishtank service cleaning		200	200	200
Internet		1,630	1,630	1,630
Maintenance /Janitorial		800	-	-
Property taxes		3,950	2,950	2,950
Lawn maintenance/snow removal		1,250	-	-
Subtotal Direct Operating Costs	A	18,263	24,563	24,563
Interest				
Head office interest		11,238	-	-
Total Interest	B	11,238	-	-
Total Operating Costs (P&L Impact)	C = A+B	**29,501**	**24,563**	**24,563**
Principal Payments				
Head office Principal		11,470		-
Monthly Charge to Cover Tax Obligation related to Principal		15,000	-	-
Total Principal	D	**26,470**	-	-
Total Operating Cost Plus Principal Payments (Cash Flow Impact)	E = C+D	**55,971**	**24,563**	**24,563**

One Time Moving Costs

Transfer of Epcor Services	50
Transfer of Direct Energy	50
Transfer of Telus Services	50
Cost of IT Set up	4,675
Cost of labour move 104 hours Indirect Cost	2,500
Cost of fuel	400
Cost of Fence for Daycare	7,000
Cost of flooring for Daycare	4,200
Cost of Paint for Daycare	278
Cost of Surveillance	5,500
Cost of Racking for Storage	18,000
Cost of rent deposit (2 months)	24,316
Total Non-Recurring Costs (One-Time)	**67,019**

TAB C

Pecknold, Colleen

This is Exhibit " C " referred to in the Affidavit of Shayne McCracken
Sworn before me this 18th day of Sept. A.D., 20 17.

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

From: Wanke, Stephanie
Sent: August 9, 2017 8:58 AM
To: 'Terry Warner'
Subject: FW: Canada North Group

Hi Terry,

Can you review the email chain below between the CRO and your client?

The processing of auto-debits after the NOI and Initial Order by ECN was no doubt inadvertent but is clearly off-side. It isn't a lot of money, but we need to be consistently following and upholding the Order.

Can you advise if your client will voluntarily return the payments or if we need to raise this in Court (which I imagine we both prefer to avoid).

Thanks Terry.

Stephanie

Stephanie A. Wanke
Associate

T 780.429.6822
F 780.702.4379
M 780.504.9364
E stephanie.wanke@dlapiper.com

DLA PIPER

DLA Piper (Canada) LLP
1201 Scotia Tower 2
10060 Jasper Avenue
Edmonton AB T5J 4E5
Canada
www.dlapiper.com

Begin forwarded message:

From: "MacDougall, Glenn" <GMacDougall@ecncapitalcorp.com>
Date: August 9, 2017 at 7:14:43 AM EDT
To: Heather Brodie <hbrodie@relgrp.com>
Cc: Shayne McCracken <Shayne.McCracken@goldenwestgroup.com>, "matt.mcculloch@ca.ey.com" <matt.mcculloch@ca.ey.com>, Jeff Gollob <jgollob@relgrp.com>, Glenn Marshall <gmarshall@relgrp.com>
Subject: RE: Canada North Group

Good afternoon Heather,

We have reviewed this matter with our solicitor and are advised that the sections of the Order you have referred to have no bearing on the issue of payments received by ECN. Paragraph 9 of the Initial Order is directed to the companies, not its creditors, and simply says the *companies* are directed not to make any payments to creditors for amounts owing at the time of the Initial Order. The fact that it occurred is the fault of the company, not ECN. Secondly, paragraph 17 of the Initial Order prohibits suppliers from "discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements", which has no application here. ECN has not sought to withdraw any services or to exercise any remedy provided under its agreements. The payments received were payments made by the company in accordance with its contractual obligations by pre-authorized debit. Notwithstanding the provisions of section 9, the Initial Order permits such payments to be made. The payments were received by ECN in good faith, and were not the result of any action taken on the part of ECN.

Similarly, section 69 of the *Bankruptcy & Insolvency Act*, which sets out the Stay of Proceedings in the event of a Notice of Intention, does not prohibit a creditor from receiving payments made by the debtor in the ordinary course. It does prohibit the creditor from exercising any remedies against the debtor company during the currency of the Stay of Proceedings. ECN did not exercise any remedies, and accordingly is not in breach of the Stay provisions of the BIA. It was simply the recipient of payments made by the company by a pre-authorized debit in accordance with existing obligations, payments which were received by ECN in good faith.

ECN will not reimburse the payments absent a court order compelling the return of those funds."

Regards,

Glenn MacDougall
Glenn MacDougall, Manager, Portfolio Management

4 Robert Speck Parkway, Suite 900, Mississauga, ON L4Z 1S1
905-366-2719 PHONE
gmacdougall@ecncapitalcorp.com
ecncapitalcorp.com

ECN CAPITAL
Element Financial plans to seperate into two public entities on October 3, 2016 and our Commercial Finance business is expected to be known as ECN Capitlal thereafter.

From: Heather Brodie [mailto:hbrodie@relgrp.com]
Sent: August-02-17 11:34 AM
To: MacDougall, Glenn <GMacDougall@ecncapitalcorp.com>
Cc: Shayne McCracken <Shayne.McCracken@goldenwestgroup.com>; matt.mcculloch@ca.ey.com; Jeff Gollob <jgollob@relgrp.com>; Glenn Marshall <gmarshall@relgrp.com>
Subject: Re: Canada North Group

Thank you, we await your response and the prompt return of funds.

Heather Brodie

On Aug 2, 2017, at 11:31 AM, MacDougall, Glenn <GMacDougall@ecncapitalcorp.com> wrote:

I have received the e-mail and am consulting with my attorney regarding the validity of your request.

Regards,

Glenn MacDougall
Glenn MacDougall, Manager, Portfolio Management

4 Robert Speck Parkway, Suite 900, Mississauga, ON L4Z 1S1
905-366-2719
gmacdougall@ecncapitalcorp.com
ncapitalcorp.com

<image001.png>

Element Financial plans to seperate into two public entities on October 3, 2016 and our Commercial Finance business is expected to be known as ECN Capitlal thereafter.

From: Heather Brodie [mailto:hbrodie@relgrp.com]
Sent: August-02-17 11:30 AM
To: MacDougall, Glenn <GMacDougall@ecncapitalcorp.com>
Cc: Shayne McCracken <Shayne.McCracken@goldenwestgroup.com>; matt.mcculloch@ca.ey.com; Jeff Gollob <jgollob@relgrp.com>
Subject: Re: Canada North Group

Hello,

Please confirm receipt of the email below.

Thank you,
Heather Brodie

On Jul 31, 2017, at 3:17 PM, Heather Brodie <hbrodie@relgrp.com> wrote:

Dear Mr. MacDougall,

As you may be aware Canada North Camps Inc., D.J. Catering Ltd., Campcorp Structures Ltd., Canada North Group Inc., 816956 Alberta Ltd. and 1371047 Alberta Ltd. (collectively, the "Applicants") were granted an Initial Order on July 5, 2017 by the Court of Queen's Bench of Alberta (the "Order") pursuant to the *Companies' Creditors Arrangement Act* ("CCAA"). A copy of the Order is attached for your ease of reference. By further order of the Court issued on July 27, 2017, the stay of proceedings under the Order was extended to September 29, 2017.

Pursuant to the Order, Ernst & Young Inc. was appointed as the CCAA Monitor and R.e.I. group inc. was appointed as Chief Restructuring Officer of the Applicants (the "CRO"). We are contacting you in our capacity as CRO.

We refer you to Paragraph 9 of the Order, which deals with payments that are not permitted, and also Paragraph 17, which deals with continuation of services. Accordingly, we ask that you immediately refund the following payments taken from the Company's account at the Royal Bank in contravention of the Order:

- Two payments of $5,904.57 each, taken on July 10, 2017; and

- One payment of $1,080.99, taken on July 1, 2017 (taken prior to the date of the Order but after the Company filed a Notice of Intention to Make a Proposal on June 26, 2017, of which Element Finanacial Corporation had notice).

If you have any questions regarding the information above or attached, please contact me by email or at 647.292.1228. We ask that you please confirm receipt of this email and advise when the refund has been processed.

Sincerely,

Heather Brodie
<CCAA Initial Order - Filed July 6, 2017.PDF>

<PastedGraphic-1.tiff>

Our lawyers insisted we tell you that this e-mail, including any attachment(s), may contain information that is confidential. Unauthorized disclosure, copying or use of this e-mail is not allowed and will be frowned upon. If you are not the intended recipient please notify us and delete this e-mail and any copies.

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