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	SIXTH 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

SIXTH AFFIDAVIT OF SHAYNE McCRACKEN

Sworn on October 17, 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., CampCorp Structures Inc., D.J. Catering Inc., 816956 Alberta Ltd., 1371047 Alberta Ltd., and 1919209 Albert Ltd. (collectively, the "**Companies**") as such, the matters deposed to herein are based on my personal knowledge or on my review of the books and records maintained by the Companies in the ordinary course of their business, entries in which books and records are made reasonably contemporaneously with the Companies' business transactions as they occur, except where stated to be based upon other information and belief, and where so stated, I believe the same to be true.

CAFO INC. PREMIUM INSTALLMENT CONTRACTS

2. Canada North Group Inc., Canada North Camps Inc, D.J. Catering Ltd. and 1919209 Alberta Ltd. (the "**Insured Companies**") have insurance policies with CNA Canada (the "**Insurance Policies**") and use Challenge Insurance Group Inc. ("**Challenge**") as their insurance broker.

3. The Insurance Policies are up for renewal October 30, 2017.

4. When the Insurance Policies are renewed, Challenge is required to pay CNA Canada the full amount of the annual premiums of the Insurance Policies at the start date of such renewals (the "**Annual Premiums**").

5. Challenge does not self-finance the Annual Premiums and uses CAFO Inc. ("**CAFO**") to advance the Annual Premiums in order to renew the Insurance Policies.

6. When CAFO advances the Annual Premiums it enters into financing agreements with the Insured Companies and Challenge.

7. Attached hereto as Exhibit "**A**" is a copy of a proposed Premium Installment Contract among Challenger, CAFO, and Canada North Group Inc., Canada North Camps Inc., and D.J. Catering Ltd. for the advancement of the annual premiums required to renew the CNA Canada insurance policies held by those companies (the "**CNC PIC**").

8. Attached hereto as Exhibit "**B**" is a copy of the proposed Premium Installment Contract among Challenger, CAFO and 1919209 Alberta Ltd. for the advancement of the annual premiums required to renew the CNA Canada insurance policy held by 1919209 Alberta Ltd. (the "**1919 PIC**" and, collectively, with the CNC PIC, the "**PICs**").

9. As provided in the CNC PIC, CAFO is offering to advance $329,403.00 (the "**CNC Annual Premium Advance**") to pay the annual premium for the renewal of the CNA Canada insurance policies held by Canada North Group Inc., Canada North Camps Inc., and D.J. Catering Ltd. The CNC Annual Premium Advance is to be repaid with an annual percentage rate of 4.442% in seven monthly payments of $47,756.98 beginning October 30, 2017.

10. As provided in the 1919 PIC, CAFO is offering to advance $16,628.00 (the "**1919 Annual Premium Advance**") to pay the annual premium for the renewal of the CNA Canada insurance policy held by 1919209 Alberta Ltd. The 1919 Annual Premium Advance is to be repaid with an annual percentage rate of 6.990% in seven monthly payments of $2,431.09 beginning October 30, 2017.

11. It is imperative that the Companies continue to be insured and the financing proposed in the PICs is a commercially reasonable option available to the Companies.

12. Given that this year the Insured Companies are participants in these *CCAA* Proceedings, CAFO, though willing to provide the necessary financing to pay the Annual Premiums, will only do so on the condition that it is granted a valid and enforceable first-ranking charge and security interest in unearned insurance premiums and on the condition that an Order is granted by this Court recognizing such first-ranking charge and security interest, as well as other rights in relation thereto.

13. The Insured Companies are reviewing their options with other brokers and other financiers and will advise if a more favourable option becomes available.

Court of Queen's Bench Action 1603 21142

14. On November 30, 2016, Kingdom Properties Ltd. and Kingdom Cats Ltd. (collectively, "**Kingdom**") commenced an action in the Alberta Court of Queen's Bench against Kilometer 147 GP Ltd. through its Limited Partner Kilometer 147 LP, Canada North Camps Inc. and 726 Modular Finance Canada, Ltd. (the "**Defendants**") as Action No. 1603 21142 (the "**Kingdom Action**").

15. Attached hereto as Exhibit "**C**" is a copy of the Statement of Claim filed by Kingdom in the Kingdom Action.

16. Attached hereto as Exhibit "**D**" is a copy of the Statement of Defence filed by the Defendants.

17. The Kingdom Action has been stayed against Canada North Camps Inc. pursuant to the Initial Order granted by the Honourable Justice K.G. Nielsen on July 5, 2017 (the "**Initial Order**"). However, Kingdom has continued to proceed against the other defendants in the Kingdom Action.

18. Every aspect of the Kingdom Action is in dispute and, prior to the Initial Order, Canada North Camps Inc. was vigorously defending the Kingdom Action.

19. Kingdom has since filed an Application for Summary Judgment against 726 Modular Finance Canada, Ltd.

20. Attached hereto as Exhibit "**E**" is a letter from counsel of 726 Modular Financing Canada, Ltd. with respect to the filed Summary Judgment Application dated October 17, 2017.

21. With respect to the issues and subject-matter raised in the Kingdom Action, Canada North Camps Inc. provided significant administrative support and assistance to Kilometer 147 GP Ltd.

22. The evidence and information required by 726 Modular Financing Canada, Ltd. to respond to the claim and Summary Judgment Application is with Canada North Camps Inc. and Kilometer 147 GP Ltd.

23. Without the evidence and information held by Kilometer 147 GP Ltd. and Canada North Camps Inc., 726 Modular Financing Canada, Ltd. will be material prejudiced in the Summary Judgment Application.

24. Canada North Camps Inc. is also potentially prejudiced by the Summary Judgment Application being heard without full information and evidence being before the Court.

Conclusion

25. I swear this Affidavit in support of the Application to authorize the execution of the PICs and grant CAFO a first-ranking charge and security interest in unearned insurance premiums pursuant to the PICS or authorize the Insured Companies to enter into such other brokerage and financing agreement for the renewal of insurance policies as the Insured Companies may advise.

26. I further swear this Affidavit in support of the Application for a stay Kingdom's claim against Kilometer 147 GP Ltd. and 726 Modular Finance Canada, Ltd. in the Kingdom Action.

SWORN (OR AFFIRMED) BEFORE ME at Edmonton, Alberta, this 17th day of October, 2017.	
(Commissioner for Oaths in and for the Province of Alberta)	SHAYNE McCRACKEN
Spencer D. Norris Barrister and Solicitor	" ~~Spencer D.~~ Norris " Barrister and Solicitor

TAB A

This is Exhibit " A " referred to in the Affidavit of Shawna McCracken
Sworn before me this 17 day of October A.D.20 17

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta
Spencer D. Norris
Barrister and Solicitor

CAFO

Premium Installment Contract

10025 - 106 St NW, Ste 604, Baker Centre, Edmonton, AB T5J 1G4
TEL. NOS. 780-428-0770 800-661-9943

Agent or Broker (Name and Address)	Insured (Name and Address as shown on the policy)
10056041 Challenge Insurance Group Inc. 10466 Mayfield Road Edmonton, AB T5P 4P4 780-487-2444	Canada North Group Inc.; Canada North Camps Inc.;D.J. Catering Ltd.; Attn : Brian Stasyneo, CA 14238 134 Avenue Edmonton, AB T5L 5V8 Continued on attachment.

A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
$506,774.00	$177,371.00	$329,403.00	$4,895.86	$334,298.86

Service Charge Flat Rate	Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
0.966 %	4.442 %	7 (Monthly)	$47,756.98	10/30/2017	30th

Finance Charge ÷ Total Premiums

SCHEDULE OF POLICIES

Policy and/or Binder Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium $
MPR2975713	09/30/2017	CNA Canada	CMP	12	427,080.00
CAE2975758	09/30/2017	CNA Canada	AUTO	12	79,694.00

INSURED HAS READ,UNDERSTANDS AND AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO

SIGNATURE OF INSURED(S) AUTHORIZED REPRESENTATIVE   PRINT NAME   TITLE   DATE

(1) DEFINITIONS: The above named Insured is the borrower.CAFO INC. ("CAFO") is the lender."Insurance company" or "company", "Insurance policy" or "policies" and "premium" refer to those items listed under the "Schedule of Policies". Singular words mean plural and vice-versa as may be required in order to give the Agreement meaning. "Agreement" means this Premium Installment Contract.

AGENT OR BROKER REPRESENTATIONS

Agent Broker Representations:The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The insured has authorized this transaction including the Continuous Premium Installment Contract option where applicable and has received a copy of this agreement.(C) To hold in trust for CAFO any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively,by any party and to pay the monies as well as any unearned commissions to CAFO promptly.(D)To the knowledge of the undersigned there are not and will not be any other liens specifically given against the policies and the premiums are not and will not be financed by any other lender.(E) Unless specifically disclosed to CAFO, no policy is subject to retrospective rating or minimum earned premium. Any deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies.(F)Unless specifically disclosed to CAFO, the Insured can cancel each of the policies and the unearned premiums will be computed on the standard short-rate or pro-rata table.(G) All insurance premiums shall be paid to the insurer(s). (H) CAFO will rely upon these representations in determining whether to accept this Agreement.

IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS, PLEASE LIST BELOW:

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS COLLECTED THE DOWN PAYMENT, IF APPLICABLE, AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE REMITTED WITH THIS AGREEMENT

SIGNATURE OF AGENT OR BROKER   LAURA TURCOTTE AGENT OR BROKER   TITLE   Oct 11 /17 DATE

AUTHORITY FOR PAYMENT BY PRE - AUTHORIZED DEBITS ("PAD")

FROM: Insured   **TO: CAFO INC. ("CAFO")**

If notified by the Insured or Agent or Broker, you are hereby requested and authorized to debit our account identified on the attached voided cheque with all amounts specified in debit slips or other media purporting to represent installment payments due under our Premium Installment Contract("Agreement").This authorization shall also extend to any revised payment amounts or other amounts due CAFO under terms of the Agreement as amended or revised from time to time.The parties have mutually agreed that your right to receive required prenotification in connection with amounts called for under the PAD is waived and agreed that you will not require any advance notice of the amount called for under the PAD or any change or changes to that amount before the debt is processed. **This authorization may be revoked on 30 days written notice to CAFO by the Insured.**

A SPECIMEN CHEQUE MARKED"VOID" MUST BE ENCLOSED

(2)PROMISE OF PAYMENT:The Insured (a) requests that CAFO pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (b) promises to pay CAFO, at such address as CAFO designates, the amount stated in Block E above according to the payment schedule, subject to the remaining terms of this Agreement where applicable adjusted from time to time by reason of renewals or changes to the policies. No additional Authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. CAFO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to CAFO are deemed made only upon receipt in good funds. Cheques are accepted, subject to collection.
(3) SECURITY INTEREST AND POWER OF ATTORNEY:The Insured assigns and hereby gives a security interest to CAFO as collateral for the total amount payable in this agreement and any other past, present or future extension of credit in (a) any and all unearned Premiums or dividends which may become payable for any reason under all insurance policies financed by CAFO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any applicable guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, CAFO shall be named a loss-payee with respect to such policy. CAFO at its option may enforce payment of this debt without recourse to the security given to CAFO. The Insured irrevocably appoints CAFO as its attorney in fact with full authority to (i) cancel all insurance policies financed by CAFO for the reason set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to CAFO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this agreement.
(4) WARRANTY OF ACCURACY: The Insured (a) warrants that all listed insurance policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies and (b) authorizes CAFO to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installments and to correct any obvious errors. In the event of any such change, correction or insertion, CAFO will give the Insured written notice thereof.
(5) REPRESENTATION OF SOLVENCY:The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
(6) ADDITIONAL AMOUNTS: The money paid by CAFO is designated to be applied only for the premium as determined at the time the insurance policy is issued. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured or its agent may request that CAFO finance any additional premiums and, if CAFO agrees to do so, as documented by a notice of acceptance, this agreement shall be deemed amended accordingly. If CAFO assigns the same account number to any additional extension or extensions of credit, (a) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (b) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (c) any unearned premiums relating to any component of such transaction may be collected and applied by CAFO to the totality of such transaction.
(7) SPECIAL INSURANCE POLICIES: If an insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by CAFO.
(8) NAMED INSURED: If an insurance policy provides that the first named Insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other Insureds regarding the policy, then the same shall apply to this Agreement. The Insured represents that it is authorized to sign this agreement on behalf of all Insureds. If not, then all Insureds' names must be shown on this Agreement, unless a separate agreement appoints an Insured to act for the others.
(9) FINANCE CHARGE: The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due CAFO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage.
(10) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when CAFO mails or transmits to the Insured its acceptance and is not a contract until such time. The Insured agrees that (a) this Agreement and other notices may be transmitted by facsimile, E-mail or other electronic means, (b) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (c) such Agreement, when accepted by CAFO, shall constitute a valid and enforceable contract.
(11) DEFAULT AND DISHONOURED CHEQUE: If the Insured is late in making a loan payment to CAFO by more than 10 days, the Insured will pay to CAFO a delinquency charge equal to 5% of the outstanding amount or $5.00, whichever is greater. If a cheque is dishonoured, the Insured will pay the returned cheque charge not to exceed $35.00 or the maximum amount permitted by law,whichever is the less.
(12) CANCELLATION: CAFO may cancel any or all insurance policies financed by CAFO and the full balance due to CAFO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with CAFO. Payment of unearned premiums shall not be deemed to be payment of installments to CAFO, in full or in part.
(13) ACCELERATION: In the event of default by the Insured, the entire amount set out in Box E together with all default charges shall immediately become due and payable and bear interest at the annual percentage rate. The total of interest, charges and expenses shall not exceed the maximum permitted by law.
(14) MONEY RECEIVED AFTER NOTICE OF CANCELLATION: Any payments made to CAFO after mailing of CAFO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a cancelled policy. Any money CAFO receives from an insurance company shall be credited to the amount due CAFO with any surplus paid over to whomever is entitled to the money. No refund of less than $5.00 shall be made. In the event that CAFO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
(15) LEGAL FEES-COLLECTION EXPENSE: If, for collection, this agreement is referred to a lawyer and/or other party who is not a salaried employee of CAFO, the Insured agrees to pay any reasonable fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
(16) REFUND CREDITS:The Insured will receive a refund of a portion of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law.
(17) INSURANCE AGENT OR BROKER: The insurance agent or broker named in this agreement is the Insured's agent, not CAFO's and CAFO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. CAFO has not participated in the choice, placement, acquisition or underwriting of any financed policy. Any disclosures made by the agent are made in its capacity as the Insured's agent and CAFO makes no representations with respect to the accuracy of any such disclosures. Any refunds or payments for the Insured may be made to the Insured's agent or broker.
(18) SUCCESSORS AND ASSIGNS: All legal rights given to CAFO shall benefit CAFO's successors and assigns. The Insured will not assign this Agreement and/or the policies without CAFO's written consent except for the interest of mortgagees and loss payees.
(19) LIMITATION OF LIABILITY - CLAIMS AGAINST CAFO: The Insured hereby irrevocably waives and releases CAFO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 10. CAFO's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or wilful misconduct.
(20) DISCLOSURE:The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide CAFO with full, prompt and complete information regarding any financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums. CAFO is authorized to disclose information in connection with any aspect of this Agreement, including personal information, to its corporate parent or affiliates, and for audit and/or examination purposes, to any of its or their government regulators.
(21) ENTIRE DOCUMENT: This document is the entire agreement between CAFO and the Insured and can only be changed in writing signed by both parties, except as stated in paragraphs (4) and (24). The document may be executed in one or more counterparts all of which together shall constitute one and the same agreement.
(22) AUTHORITY - INSURED: The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so.
(23) CONTINUOUS PREMIUM INSTALLMENT CONTRACT TERMS: Where the Insured has elected the Continuous Premium Installment Contract options, the following additional provisions shall apply: (a) this Agreement is to provide continuous financing for insurance premiums and as such is an ongoing contract which may be, at the sole option of CAFO, renewed or extended at the request of Insured or Insured's agent (b) upon authorization by the Insured or the Insured's agent this contract may be renewed annually for the policy term and premium amounts specified for the policies in Notice of Acceptance communicated by CAFO to the insured or Insured's agent (c) each term and condition of the original contract shall remain in full force and effect during any renewal term notwithstanding any change of insurer, policy coverages, premium or payment schedule (d) a down payment as specified in this Agreement shall be provided to CAFO by the Insured and shall be maintained by the Insured from year to year in an amount equal in proportion to that in the original term and authorizes CAFO (i) to continue pre-authorized withdrawals until written notice of cancellation from the insured is received by CAFO and (ii) to credit any excess to or collect any shortfall of down payment from the Insured (e) CAFO has the absolute right and discretion to decline any extension or renewal of this Agreement (f) financing by CAFO for any renewal term will be calculated at current rates and delinquency and returned cheque charges being charged by CAFO at the renewal date (g) continued pre-authorized cheque withdrawals or acceptance by CAFO of any payment after expiration of a policy term or after cancellation of a policy or after CAFO has mailed notice of cancellation of the policies following default or for any other reason or following termination of this Agreement by CAFO or the Insured will not constitute renewal or reinstatement of the policies or obligate CAFO to request reinstatement and the Insured's sole right shall be the refund of any excess amount.
(24) RIGHT TO MAKE CHANGES: In addition to the rights set out in paragraph (4), CAFO shall also have the right to make any changes to this Agreement as may be required in response to a change in the applicable law or any government regulation.

TAB B

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

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta
Spencer D. Norris
Barrister and Solicitor

CAFO

Premium Installment Contract

10025 - 106 St NW, Ste 604, Baker Centre, Edmonton, AB T5J 1G4
TEL. NOS. 780-428-0770 800-661-9943

Agent or Broker (Name and Address) 10056041	Insured (Name and Address as shown on the policy)
Challenge Insurance Group Inc. 10466 Mayfield Road Edmonton, AB T5P 4P4 780-487-2444	1919209 Alberta Ltd. C/O Canada North Camps Inc 14238 - 134 Avenue Edmonton, AB T5L 1W7

A) Total Premiums	B) Down Payment	C) Amount Financed	D) Finance Charge	E) Total Payments
$25,582.00	$8,954.00	$16,628.00	$389.63	$17,017.63

Service Charge Flat Rate	Annual Percentage Rate	No. of Payments	Amount of Payments	First Installment Due	Installment Due Dates
1.523 %	6.990 %	7 (Monthly)	$2,431.09	10/30/2017	30th

Finance Charge ÷ Total Premiums

SCHEDULE OF POLICIES

Policy and/or Binder Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Name and Address of General or Policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium $
MPR2873909	09/30/2017	CNA Canada	PKG	12	25,582.00

INSURED HAS READ,UNDERSTANDS AND AGREES TO ALL TERMS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDA THERETO

SIGNATURE OF INSURED(S) AUTHORIZED REPRESENTATIVE | PRINT NAME | TITLE | DATE

(1) DEFINITIONS: The above named Insured is the borrower.CAFO INC. ("CAFO") is the lender."Insurance company" or "company", "Insurance policy" or "policies" and "premium" refer to those items listed under the "Schedule of Policies". Singular words mean plural and vice-versa as may be required in order to give the Agreement meaning. "Agreement" means this Premium Installment Contract.

AGENT OR BROKER REPRESENTATIONS

Agent Broker Representations:The undersigned warrants and agrees: (A) The policies are in full force and effect and the information in the Schedule of Policies has been verified and is correct. (B) The insured has authorized this transaction including the Continuous Premium Installment Contract option where applicable and has received a copy of this agreement.(C) To hold in trust for CAFO any payments made or credited to the insured through or to the undersigned, directly or indirectly, actually or constructively,by any party and to pay the monies as well as any unearned commissions to CAFO promptly.(D)To the knowledge of the undersigned there are not and will not be any other liens specifically given against the policies and the premiums are not and will not be financed by any other lender.(E) Unless specifically disclosed to CAFO, no policy is subject to retrospective rating or minimum earned premium. Any deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies.(F)Unless specifically disclosed to CAFO, the Insured can cancel each of the policies and the unearned premiums will be computed on the standard short-rate or pro-rata table.(G) All insurance premiums shall be paid to the insurer(s). (H) CAFO will rely upon these representations in determining whether to accept this Agreement.

IF THERE ARE ANY EXCEPTIONS TO THE ABOVE STATEMENTS, PLEASE LIST BELOW:

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS COLLECTED THE DOWN PAYMENT, IF APPLICABLE, AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE REMITTED WITH THIS AGREEMENT

SIGNATURE OF AGENT OR BROKER | LAURA TURCOTTE **AGENT OR BROKER** | **TITLE** | Oct 11/17 **DATE**

FROM: Insured

AUTHORITY FOR PAYMENT BY PRE - AUTHORIZED DEBITS ("PAD")

TO: CAFO INC. ("CAFO")

If notified by the Insured or Agent or Broker, you are hereby requested and authorized to debit our account identified on the attached voided cheque with all amounts specified in debit slips or other media purporting to represent installment payments due under our Premium Installment Contract("Agreement").This authorization shall also extend to any revised payment amounts or other amounts due CAFO under terms of the Agreement as amended or revised from time to time.The parties have mutually agreed that your right to receive required prenotification in connection with amounts called for under the PAD is waived and agreed that you will not require any advance notice of the amount called for under the PAD or any change or changes to that amount before the debt is processed. **This authorization may be revoked on 30 days written notice to CAFO by the Insured.**

A SPECIMEN CHEQUE MARKED"VOID" MUST BE ENCLOSED

(2)PROMISE OF PAYMENT:The Insured (a) requests that CAFO pay the premiums in the Schedule of Policies, less the Down Payment and any installments paid prior to acceptance of this Agreement and (b) promises to pay CAFO, at such address as CAFO designates, the amount stated in Block E above according to the payment schedule, subject to the remaining terms of this Agreement where applicable adjusted from time to time by reason of renewals or changes to the policies. No additional Authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. CAFO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to CAFO are deemed made only upon receipt in good funds. Cheques are accepted, subject to collection.
(3) SECURITY INTEREST AND POWER OF ATTORNEY:The Insured assigns and hereby gives a security interest to CAFO as collateral for the total amount payable in this agreement and any other past, present or future extension of credit in (a) any and all unearned Premiums or dividends which may become payable for any reason under all insurance policies financed by CAFO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any applicable guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, CAFO shall be named a loss-payee with respect to such policy. CAFO at its option may enforce payment of this debt without recourse to the security given to CAFO. The Insured irrevocably appoints CAFO as its attorney in fact with full authority to (i) cancel all insurance policies financed by CAFO for the reason set forth in paragraph 12, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to CAFO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance policies in furtherance of this agreement.
(4) WARRANTY OF ACCURACY: The Insured (a) warrants that all listed insurance policies are in full force and effect and that it has not and will not assign any specific interest in the unearned premiums for the policies and (b) authorizes CAFO to insert or correct on this agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installments and to correct any obvious errors. In the event of any such change, correction or insertion, CAFO will give the Insured written notice thereof.
(5) REPRESENTATION OF SOLVENCY:The Insured represents that it is not insolvent or the subject of any insolvency proceeding.
(6) ADDITIONAL AMOUNTS: The money paid by CAFO is designated to be applied only for the premium as determined at the time the insurance policy is issued. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured or its agent may request that CAFO finance any additional premiums and, if CAFO agrees to do so, as documented by a notice of acceptance, this agreement shall be deemed amended accordingly. If CAFO assigns the same account number to any additional extension or extensions of credit, (a) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (b) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (c) any unearned premiums relating to any component of such transaction may be collected and applied by CAFO to the totality of such transaction.
(7) SPECIAL INSURANCE POLICIES: If an insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by CAFO.
(8) NAMED INSURED: If an insurance policy provides that the first named Insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other Insureds regarding the policy, then the same shall apply to this Agreement. The Insured represents that it is authorized to sign this agreement on behalf of all Insureds. If not, then all Insureds' names must be shown on this Agreement, unless a separate agreement appoints an Insured to act for the others.
(9) FINANCE CHARGE: The finance charge shown in Block D begins to accrue as of the earliest policy effective date, unless otherwise indicated in the Schedule of Policies, and shall continue to accrue until the balance due CAFO is paid in full or until such other date as required by law, notwithstanding any cancellation of coverage.
(10) AGREEMENT BECOMES A CONTRACT: This Agreement becomes a binding contract when CAFO mails or transmits to the Insured its acceptance and is not a contract until such time. The Insured agrees that (a) this Agreement and other notices may be transmitted by facsimile, E-mail or other electronic means, (b) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (c) such Agreement, when accepted by CAFO, shall constitute a valid and enforceable contract.
(11) DEFAULT AND DISHONOURED CHEQUE: If the Insured is late in making a loan payment to CAFO by more than 10 days, the Insured will pay to CAFO a delinquency charge equal to 5% of the outstanding amount or $5.00, whichever is greater. If a cheque is dishonoured, the Insured will pay the returned cheque charge not to exceed $35.00 or the maximum amount permitted by law,whichever is the less.
(12) CANCELLATION: CAFO may cancel any or all insurance policies financed by CAFO and the full balance due to CAFO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other agreement with CAFO. Payment of unearned premiums shall not be deemed to be payment of installments to CAFO, in full or in part.
(13) ACCELERATION: In the event of default by the Insured, the entire amount set out in Box E together with all default charges shall immediately become due and payable and bear interest at the annual percentage rate. The total of interest, charges and expenses shall not exceed the maximum permitted by law.
(14) MONEY RECEIVED AFTER NOTICE OF CANCELLATION: Any payments made to CAFO after mailing of CAFO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this agreement and without any liability or obligation to request reinstatement of a cancelled policy. Any money CAFO receives from an insurance company shall be credited to the amount due CAFO with any surplus paid over to whomever is entitled to the money. No refund of less than $5.00 shall be made. In the event that CAFO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated.
(15) LEGAL FEES-COLLECTION EXPENSE: If, for collection, this agreement is referred to a lawyer and/or other party who is not a salaried employee of CAFO, the Insured agrees to pay any reasonable fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.
(16) REFUND CREDITS:The Insured will receive a refund of a portion of the finance charge if the account is voluntarily prepaid in full before the last installment due date as required or permitted by law.
(17) INSURANCE AGENT OR BROKER: The insurance agent or broker named in this agreement is the Insured's agent, not CAFO's and CAFO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. CAFO has not participated in the choice, placement, acquisition or underwriting of any financed policy. Any disclosures made by the agent are made in its capacity as the Insured's agent and CAFO makes no representations with respect to the accuracy of any such disclosures. Any refunds or payments for the Insured may be made to the Insured's agent or broker.
(18) SUCCESSORS AND ASSIGNS: All legal rights given to CAFO shall benefit CAFO's successors and assigns. The Insured will not assign this Agreement and/or the policies without CAFO's written consent except for the interest of mortgagees and loss payees.
(19) LIMITATION OF LIABILITY - CLAIMS AGAINST CAFO: The Insured hereby irrevocably waives and releases CAFO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 10. CAFO's liability for breach of any of the terms of this agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or wilful misconduct.
(20) DISCLOSURE:The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide CAFO with full, prompt and complete information regarding any financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums. CAFO is authorized to disclose information in connection with any aspect of this Agreement, including personal information, to its corporate parent or affiliates, and for audit and/or examination purposes, to any of its or their government regulators.
(21) ENTIRE DOCUMENT: This document is the entire agreement between CAFO and the Insured and can only be changed in writing signed by both parties, except as stated in paragraphs (4) and (24). The document may be executed in one or more counterparts all of which together shall constitute one and the same agreement.
(22) AUTHORITY - INSURED: The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so.
(23) CONTINUOUS PREMIUM INSTALLMENT CONTRACT TERMS: Where the Insured has elected the Continuous Premium Installment Contract options, the following additional provisions shall apply: (a) this Agreement is to provide continuous financing for insurance premiums and as such is an ongoing contract which may be, at the sole option of CAFO, renewed or extended at the request of Insured or Insured's agent (b) upon authorization by the insured or the Insured's agent this contract may be renewed annually for the policy term and premium amounts specified for the policies in Notice of Acceptance communicated by CAFO to the insured or insured's agent (c) each term and condition of the original contract shall remain in full force and effect during any renewal term notwithstanding any change of insurer, policy coverages, premium or payment schedule (d) a down payment as specified in this Agreement shall be provided to CAFO by the Insured and shall be maintained by the Insured from year to year in an amount equal in proportion to that in the original term and authorizes CAFO (i) to continue pre-authorized withdrawals until written notice of cancellation from the insured is received by CAFO and (ii) to credit any excess to or collect any shortfall of down payment from the Insured (e) CAFO has the absolute right and discretion to decline any extension or renewal of this Agreement (f) financing by CAFO for any renewal term will be calculated at current rates and delinquency and returned cheque charges being charged by CAFO at the renewal date (g) continued pre-authorized cheque withdrawals or acceptance by CAFO of any payment after expiration of a policy term or after cancellation of a policy or after CAFO has mailed notice of cancellation of the policies following default or for any other reason or following termination of this Agreement by CAFO or the Insured will not constitute renewal or reinstatement of the policies or obligate CAFO to request reinstatement and the Insured's sole right shall be the refund of any excess amount.
(24) RIGHT TO MAKE CHANGES: In addition to the rights set out in paragraph (4), CAFO shall also have the right to make any changes to this Agreement as may be required in response to a change in the applicable law or any government regulation.

TAB C

Form 10
[Rule 3.25]

COURT FILE NUMBER	1603 21142
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFFS	KINGDOM PROPERTIES LTD. and KINGDOM CATS LTD.
DEFENDANTS	KILOMETER 147 GP LTD. through its Limited Partner KILOMETER 147 LP, CANADA NORTH CAMPS INC. and 726 MODULAR FINANCE CANADA, LTD.
DOCUMENT	**STATEMENT OF CLAIM**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Bishop & McKenzie LLP 2300, 10180 – 101 Street Edmonton, AB T5J 1V3 Attention: Tara L. Hamelin Phone: (780) 426-5550 Fax: (780) 426-1305 File No.: 101597-009

Clerk's Stamp
JUDICIAL CENTRE OF EDMONTON
FILED
NOV 30 2016
Clerk of the Court

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

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

Spencer D. Norris
Barrister and Solicitor

NOTICE TO DEFENDANTS

You are being sued. You are a defendant.

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

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Plaintiff Kingdom Properties Ltd. ("Kingdom Properties") is a body corporate carrying on business in the County of Lac La Biche, and elsewhere in the Province of Alberta.

2. The Plaintiff Kingdom Cats Ltd. ("Kingdom Cats") is a body corporate carrying on business in the County of Lac La Biche, and elsewhere in the Province of Alberta.

3. The Defendant Kilometer 147 GP Ltd. through its Limited Partner Kilometer 147 LP ("Kilometer 147"), to the best of the Plaintiffs' knowledge, is a body corporate registered and carrying on business in the Province of Alberta.

4. The Defendants Canada North Camps Inc. ("CNC") and 726 Modular Finance Canada, Ltd. ("726"), to the best of the Plaintiffs' knowledge, are bodies corporate registered and carrying on business in the Province of Alberta.

The Leases and Indemnities

5. On or about November 14, 2013, Kingdom Properties entered into a Miscellaneous Lease number MLL130164, as amended, (the "164 MLL") with Her Majesty the Queen in Right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development (the "Head Lessor"), pursuant to which the Head Lessor leased to Kingdom Properties the lands and premises as described in the 164 MLL located in the County of Lac La Biche, in the Province of Alberta (the "164 Lands") for a period of 10 years.

6. On or about November 14, 2013, Kingdom Properties entered into a Miscellaneous Lease number MLL130166, as amended, (the "166 MLL") with the Head Lessor, pursuant to which the Head Lessor leased to Kingdom Properties the lands and premises as described in the 166 MLL located in the County of Lac La Biche, in the Province of Alberta ('the 166 lands") for a period of 10 years.

7. By a Sublease dated November 20, 2014, Kingdom Properties as Sublandlord leased the 164 Lands to Kilometer 147 as Subtenant for a term of 6 months, expiring on May 30th, 2015 (the "164 Sublease").

8. By a Sublease dated November 20, 2014, Kingdom Properties as Sublandlord leased the 166 Lands to Kilometer 147 as Subtenant for a term of 8 years and 11 months, expiring on the 20th day of October, 2023 (the "166 Sublease").

9. Pursuant to the terms of both the 164 Sublease and the 166 Sublease (collectively the "Subleases"), Kilometer 147 agreed, *inter alia*:

(a) to pay to Kingdom Properties minimum monthly rent of $90,000.00 ("Basic Rent"), which Basic Rent could be increased in accordance with the terms of the Subleases based on the number of beds located on the 164 and 166 Lands in any month or portion thereof;

(b) to pay, as additional rent, any sum of money payable to Kingdom Properties pursuant to any provision of the Subleases, other than Basic Rent and GST (the "Additional Rent") on a monthly basis;

(c) to pay any taxes or other amounts imposed on Kilometer 147 in respect of any Basic Rent and Additional Rent payable under the Subleases;

(d) to pay interest on any Basic Rent and Additional Rent (collectively the "Rent") not paid when required under the terms of the Subleases at the prime commercial rate of Kingdom Properties' Alberta bank plus 5% per annum;

(e) that if Kilometer 147 is in default of the Subleases, that the current and next three (3) months of Rent would be forthwith due and payable to Kingdom Properties ("Accelerated Rent");

(f) that if the Subleases were terminated as a result of default by Kilometer 147, Kingdom Properties would be entitled to damages for all deficiencies for amounts that would have been payable by Kilometer 147 for the remaining balance of the term of the Subleases, less any amounts actually received by Kingdom Properties during that time;

(g) that if Kilometer 147 held over after the expiration of the term of the Subleases, that a month to month tenancy would thereby be created subject to all of the terms and conditions of the Subleases, at a monthly rental rate of 150% of the Basic Rent payable; and

(h) to pay all expenses incurred by Kingdom Properties, including all solicitors' fees on a solicitor and his own client basis, for all steps taken by Kingdom Properties for the recovery of any amounts owing under the Subleases or as a result of the breach of any covenants contained therein.

10. By written Indemnity Agreements dated November 20, 2013, CNC agreed, *inter alia*:

(a) to promptly pay all Rent and other amounts payable by Kilometer 147 under the Subleases, whether to the Sublandlord or anyone else, and whether the Subleases had been repudiated, disaffirmed or disclaimed;

(b) to promptly perform each and every obligation of Kilometer 147 under the Subleases; and

(c) indemnify and hold the Sublandlord harmless from any loss, costs or damages incurred by the Sublandlord if Kilometer 147 failed to pay Rent or other amounts or to perform any of its obligations under the Subleases.

11. By written Indemnity Agreements dated November 20, 2013, 726 agreed, *inter alia*:

(a) to promptly pay all Rent and other amounts payable by Kilometer 147 under the Subleases, whether to the Sublandlord or anyone else, and whether the Subleases had been repudiated, disaffirmed or disclaimed;

(b) to promptly perform each and every obligation of Kilometer 147 under the Subleases; and

(c) to indemnify and hold the Sublandlord harmless from any loss, costs or damages incurred by the Sublandlord if Kilometer 147 failed to pay Rent or other amounts or to perform any of its obligations under the Subleases.

The Defaults

12. In breach of the Subleases, Kilometer 147 failed, refused and neglected to pay the Rent and other amounts due to Kingdom Properties commencing on or about August 1, 2015. On or about January 12, 2016, Kingdom Properties notified Kilometer 147, CNC and 726 of Kilometer 147's default under the Subleases by reason of its failure to pay the Rent and other charges.

13. On or about April 4, 2016, Kingdom Properties terminated the Subleases due to Kilometer 147's failure to remedy the default, and secured possession of the 164 Lands and the 166 Lands, reserving all rights to claim against each, any or all of Kilometer 147, CNC and 726 all arrears of Rent, Accelerated Rent and damages suffered by Kingdom Properties, including but not limited to damages for the loss of the unexpired term of the Subleases.

14. As of April 4, 2016, Kilometer 147 owed Kingdom Properties Rent in the amount of $885,946.42 and Accelerated Rent in the amount of $270,000.00.

15. Further, and in the alternative, as a result of the breach of the Subleases, Kingdom Properties has suffered damages, including but not limited to losses for the unexpired term of the Subleases, in the amount of no less than$7,830,000.00.

The Contracted Services Claim

16. It was a further term of the Subleases that Kilometer 147 would utilize only Kingdom Properties' contractors in the performance of various services on the 164 Lands and the 166 Lands, including without limitation:

    (a) Upgrading, replacement or substantial drainage work for the access roads;

    (b) Snow removal from the parking areas and roadways; and

    (c) Hauling of water and sewage to and from the 164 Lands and the 166 Lands

    ("the Contracted Services").

17. It was a further term and condition of the Subleases that any failure by Kilometer 147 to use Kingdom Properties' contractors in the performance of the Contracted Services would be deemed an act of default under the Subleases by Kilometer 147.

18. In accordance with the terms of the Subleases, the Contracted Services were duly provided at Kilometer 147's request by Kingdom Properties' contractor, Kingdom Cats, for which Kilometer 147 promised to pay forthwith.

19. Between September 24, 2014 and April 4, 2016, Kingdom Cats provided the Contracted Services to Kilometer 147 and invoices for same were issued. As of December 31,

2015, there was due and owing to Kingdom Cats the amount of $4,146,123.00, inclusive of GST, relating to the Contracted Services ("the Contracted Services Debt").

20. Despite repeated requests and demands, Kilometer 147 has failed to pay the Contracted Services Debt or any portion thereof.

21. Kingdom Properties states that the Contracted Services were amounts properly owing to it as Additional Rent under the Subleases, and that as a result of Kilometer 147's refusal or failure to pay the Contracted Services Debt, Kingdom Properties has suffered further damages and loss in the amount of $4,146,123.00, inclusive of GST, or such further and other amounts as may be proven at trial.

22. In the alternative, as a result of Kilometer 147's refusal or failure to pay the Contracted Services Debt, Kingdom Cats has incurred damages and loss in the amount of $4,146,123.00, inclusive of GST, or such further and other amounts as may be proven at trial.

23. In the further alternative, Kilometer 147 has been unjustly enriched to the deprivation of Kingdom Properties, or in the alternative Kingdom Cats, for no juristic reason. The amount of this unjust enrichment is $4,146,123.00, inclusive of GST, or such further and other amounts as may be proven at trial.

24. In the further alternative, Kingdom Properties, or in the alternative Kingdom Cats, claims reimbursement from Kilometer 147 in the amount of $4,146,123.00, inclusive of GST, or such further and other amounts as may be proven at trial, on a *quantum meruit* basis, that amount being fair and reasonable compensation for monies owing in respect of materials and services supplied by Kingdom Cats to Kilometer 147. Such materials and services were requested, accepted and enjoyed by Kilometer147, and Kingdom Cats reasonably expected to receive reasonable payment for the materials provided and the services performed.

The Overholding Claim

25. Prior to and at the time of the execution of the 164 Sublease and the 166 Sublease, Kilometer 147 sought to obtain permission from the Head Lessor to construct and operate a camp facility on the 166 Lands, which would provide accommodations, food services and related supporting services to third parties. Kingdom Properties and Kilometer 147 agreed that Kilometer 147 could construct and operate a temporary camp on the 164 Lands until such time as permission was obtained from the Head Lessor to construct and operate a camp on the 166 Lands.

26. It was the express understanding and agreement between Kingdom Properties and Kilometer 147, and a term of the 164 Sublease, that the camp facilities located on the 164 Lands would be temporary, and that once permission was obtained by Kilometer 147 to operate a camp facility on the 166 Lands, Kilometer 147 would cease its use and occupation of the 164 Lands (the "Temporary Camp Agreement").

27. On or about [MONTH?], 2015, permission was obtained from the Head Lessor for Kilometer 147 to operate a camp facility on the 166 Lands, and Kilometer 147 commenced operation of this camp facility on or about June 1, 2015. However, in breach of the Temporary Camp Agreement, Kilometer 147 failed or neglected to cease its use and occupation of the 164 Lands, and continued to occupy and use the 164 Lands until approximately April 15, 2016.

28. From May 31, 2015 to April 15, 2016, Kilometer 147 was an overholding tenant on the 164 Lands, and as such was subject to the overholding provisions of the 164 Sublease.

29. As of April 4, 2016, Kilometer 147 owed Kingdom Properties overholding rent for the 164 Lands in the amount of $1,485,000.00.

30. The Plaintiffs propose that the trial of this action be held at the Law Courts Building, in the City of Edmonton, in the Province of Alberta.

31. In the opinion of the Plaintiffs the within action ought to be categorized as a standard case and not as a complex case.

Remedy sought:

32. Kingdom Properties seeks as against Kilometer 147 GP Ltd. through its Limited Partner Kilometer 147 LP, Canada North Camps Inc. and 726 Modular Finance Canada, Ltd., and each of them:

    (a) Judgment for Arrears of Rent in the amount of $885,946.42;

    (b) Judgment for Accelerated Rent in the amount of $270,000.00;

    (c) Damages for the unexpired term of the Subleases in the amount of $7,830,000.00;

    (d) Judgment for overholding rent for the 164 Lands in the amount of $1,485,000.00;

    (e) Judgment for the Contracted Services in the amount of $4,146,123.00;

    (f) Interest on all amounts awarded at the rate equal to the prime commercial rate of Kingdom Properties' Alberta bank plus 5% per annum, from August 1, 2015 to and including the date of judgment herein, or in the alternative, at the rate set pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1;

    (g) Costs on a solicitor and own client full indemnity basis; and

    (h) Such further and other relief as this Court may deem just.

33. In the alternative for the Contracted Services claim, Kingdom Cats seeks as against Kilometer 147 GP Ltd. through its Limited Partner Kilometer 147 LP:

    (a) Judgment for the Contracted Services in the amount of $4,146,123.00;

(b) Interest from September 24, 2014 at the rate set pursuant to the *Judgment Interest Act*, R.S.A. 2000, c. J-1;

(c) Costs; and

(d) Such further and other relief as this Court may deem just.

NOTICE TO THE DEFENDANT(S)

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

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiffs' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiffs against you.

TAB D

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

Sworn before me this 17 day of October A.D. 20 17

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

Spencer D. Norris
Barrister and Solicitor

Clerk's Stamp

JUDICIAL CENTRE OF EDMONTON
FILED
FEB 13 2017
Clerk of the Court of Queen's Bench

COURT FILE NUMBER	1603 ~~17342~~ 21142
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	**KINGDOM PROPERTIES LTD. and KINGDOM CATS LTD.**
DEFENDANTS	**KILOMETER 147 GP LTD. through its Limited Partner KILOMETER 147 LP, CANADA NORTH CAMPS INC. and 726 MODULAR FINANCE CANADA, LTD.**
DOCUMENT	**STATEMENT OF DEFENCE OF THE DEFENDANTS**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Barristers and Solicitors 2900, 10180 – 101 Street Edmonton, AB T5J 3V5 Lawyer: Morgan M. Deacon Phone: 780-423-7196 Fax: 780-423-7276 File No.: 560075-2/HAB

Statement of facts relied on:

1. Except where admitted, the Defendants, Kilometer 147 GP Ltd. through its limited partner Kilometer 147 LP ("147"), Canada North Camps Inc. ("CNC") and 726 Modular Finance Canada, Ltd. ("726") (collectively, "the Defendants") deny each and every allegation against them contained in the Statement of Claim filed herein.

2. The Defendants fulfilled their obligations under any contract or sublease with Kingdom Properties Ltd. ("Kingdom Properties") and/or Kingdom Cats Ltd. ("Kingdom Cats") (collectively, Kingdom") including, without limitation, paying all monies owing to Kingdom. CNC has no obligations or relationship under the sublease or otherwise to Kingdom and asks that the within claim be summarily dismissed as against CNC.

3. In late November 2016, representatives for Kingdom and the Defendants came to a final and binding settlement agreement regarding all matters outlined in this Action and the commencement and prosecution of this Action is in breach of that settlement agreement.

4. Kingdom has consented to the Defendants continued occupation of the 164 Lands as defined in paragraph 5 of the Statement of Claim herein and is otherwise barred from commencement of this claim by having waived or acquiesced to the Defendants

conduct. Any claim by Kingdom to remove the Defendants from the 164 Lands is conduct which constitutes the tort of contractual interference and for the sole purpose of thwarting and interfering with the economic interests of the Defendants and for no other purpose.

Any matters that defeat the claim of the Plaintiff:

5. The Defendants deny there are amounts owing to Kingdom, as alleged or at all. Specifically with respect to the Contracted Services Claim, as defined in the Statement of Claim, none of the amounts allegedly owing under the Contracted Services Claim were authorized by the Defendants and the amounts, as plead, are grossly excessive.

6. The Defendants deny that Kingdom has suffered any losses and damages, as alleged or at all.

7. In the alternative, if Kingdom suffered any losses or damages, which are denied, then any such losses or damages were caused solely, or in the alternative contributed to, by Kingdom as a result of their breach of any agreements and negligence as may be disclosed through the course of this action and proven at trial.

8. Further, or in the further alternative, if Kingdom suffered any losses and damages, which is denied:

   (a) those losses and damages did not arise as a result of a breach of any agreement on the part of the Defendants;

   (b) Kingdom have failed to mitigate any losses or damages that they have suffered; and

   (c) any losses or damages incurred are too remote, not foreseeable and not recoverable from the Defendants.

9. The Defendants deny that Kingdom are entitled to interest pursuant to the *Judgment Interest Act*, c. J-1, R.S.A. 2000, as alleged or at all.

Remedy sought:

10. Dismissal of all of Kingdoms claims with costs payable to the Defendants on a solicitor-client full indemnity basis.

11. Such further and other relief as this Honourable Court may deem just.

TAB E

McAllister LLP
Barristers ▫ Solicitors

Darcy Christian McAllister
dmcallister@mcallisterllp.com
780-420-4331

Assistant:
Jody McMinn
jody@mcallisterllp.com
780-420-4333

Our File: 59-87659

Your File:

This is Exhibit " E " referred to in the Affidavit of Shayne McCracken
Sworn before me this 17 day of October A.D. 2017

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

Spencer D. Norris
Barrister and Solicitor

October 17, 2017

VIA FAX: 780-702-4379

Stephanie Wanke
DLA Piper (Canada) LLP
1201 Scotia Place
10060 Jasper Avenue
Edmonton, AB T5J 4E5

Dear Madam:

Re: Kingdom Properties Ltd, et al v. Kilometer 147 GP Ltd. et al

Please be advised that I represent 726 Modular Financing in the above matter. As you can see from the Statement of Claim, which I enclose herewith, (for your convenience although this may have already come to your attention), 726 is being sued as an indemnitor of Kilometer 147 GP Ltd. It is my understanding that your client, Canada North Camps Inc., were the ones responsible for receiving these invoices and also seeing to payment. 726 is at a bit of a loss in this litigation as it has no direct access to such records for people who were dealing with these matters. As such, we would like to ask for your client's assistance in analyzing the Plaintiffs' claim.

Please contact me if you have any questions or concerns. I look forward to hearing from you.

Regards,
McAllister LLP

Per:
Darcy Christian McAllister
DCM/jm

2500 Commerce Place
10155 - 102 Street
Edmonton, Alberta, Canada
T5J 4G8

Telephone: 780-425-2500
Facsimile: 780-425-1222
www.mcallisterllp.com