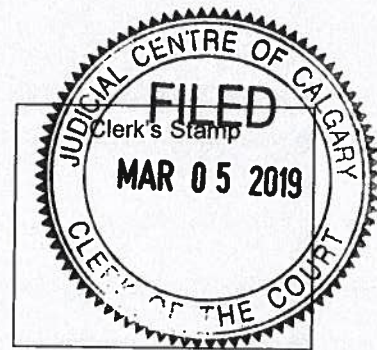


COURT FILE NUMBER 1801-17912
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ATB FINANCIAL (FORMERLY ALBERTA TREASURY
BRANCHES)
DEFENDANTS HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON,
DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON

DOCUMENT ORDER (Century Proposal Approval)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Walker W. MacLeod / Pantelis Kyriakakis
Tel: 403-260-3710 / 3536
Fax: 403-260-3501
Email: wmacleod@mccarthy.ca / pkyriakakis@mccarthy.ca



I hereby certify this to be a true copy
of the original
Dated this 5 day of Mar 2019
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: March 5, 2019
LOCATION OF HEARING OR TRIAL: Calgary, Alberta
NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Justice M.H. Hollins

UPON the application (the "**Application**") of Ernst & Young Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of Hughson Trucking Inc. (the "**Debtor**") for an order approving the sale and auction (collectively, the "**Transactions**") contemplated by the Asset Disposition Proposal (the "**Century Proposal**"), dated February 22, 2019, between the Receiver, in its capacity as receiver and manager of the Debtor, and Century Services Corp. ("**Century**"), with respect to the sale and auction of the assets set out in Schedule "A" hereto (collectively, the "**Auction Assets**"), as attached as Confidential Appendix "C" (the "**Century Proposal**") to the First Report of the Receiver, dated February 28, 2019 (the "**First Receiver's Report**"), and vesting in the applicable purchaser(s) pursuant to the Century Proposal or their nominee (collectively, the "**Purchaser**") all of the Debtor's right, title, and interest in and to the Auction Assets;

AND UPON HAVING READ the Receivership Order, dated December 18, 2018, the First Receiver's Report, and the Affidavit of Service of Katie Doran, sworn on March 4, 2019

(the "**Service Affidavit**"), all filed; **AND UPON** having read Confidential Appendix "**A**", "**B**", and "**C**" to the First Receiver's Report, unfiled; **AND UPON HEARING** the submissions of counsel for the Receiver and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the First Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the First Receiver's Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the First Receiver's Report.

DEFINED TERMS

2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Century Proposal.

AUTHORITY TO SELL

3. The Receiver is hereby authorized to sell, convey, or transfer all of the Auction Assets and all other property, comprised of equipment, inventory, and rolling stock goods that are owned, leased, or financed by the Debtor and are subject or proposed to be sold pursuant to the Century Proposal.

APPROVAL OF THE TRANSACTIONS

4. The Transactions are commercially reasonable and in the best interests of the Debtor, its creditors, and its stakeholders. The Transactions are hereby approved, and the execution of the Century Proposal by the Receiver is hereby authorized, ratified, confirmed, and approved, with such amendments as the Receiver and Century may deem necessary and agree to, including, but not limited to, the inclusion of any additional Property, or the exclusion of any of the Auction Assets, or any other amendments, so long as such amendments do not materially and adversely alter the Transactions or the Century Proposal. The Receiver is hereby authorized and directed to complete the Transactions, subject to the terms of the Century Proposal, to perform its obligations under the Century Proposal and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as

may be necessary or desirable for the completion of the Transactions or for the conveyance of the Auction Assets to the Purchaser (or its nominee).

VESTING OF THE AUCTION ASSETS

5. Upon the delivery of a Receiver's certificate to Century substantially in the form set out in Schedule "B" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title, and interest in and to the Auction Assets (as may be amended in accordance with the terms herein), shall vest absolutely, exclusively, and entirely in the name of the Purchaser (or its nominee), free and clear of and from any and all rights, titles, benefits, priorities, claims (including claims provable in bankruptcy), liabilities (direct, indirect, absolute, or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory, registered or otherwise), liens, charges, hypothecs, caveats, mortgages, pledges, trusts or deemed trusts (whether contractual, statutory, registered or otherwise), executions, ownership claims or interests, levies, or other financial or monetary claims, assignments, actions, taxes, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, disputes, debts, debentures, easements, covenants, encumbrances or other rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, options to purchase, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Debtor, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published, or filed and whether secured, unsecured, registered or otherwise and whether by payment, set off or otherwise, whether liquidated, unliquidated or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order; and,
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

(all of which are collectively referred to as, the "**Encumbrances**")

and, for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Auction Assets, are hereby expunged and discharged as against the Auction Assets, at such time.

6. The Receiver, to the extent able and necessary, is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges relating to the Claims and Encumbrances and the registrars and all other persons in control of or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.
7. Century shall pay the full amount of the net minimum guarantee and the purchase price, as applicable and provided for in the Century Proposal and as adjusted pursuant to the terms therein, to the Receiver. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Auction Assets (to be held in an a trust account by the Receiver), following any closing adjustments made in accordance with the terms of the Century Proposal, shall stand in the place and stead of the Auction Assets and, from and after the delivery of the Receiver's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Auction Assets with the same priority as they had with respect to the Auction Assets immediately prior to the sale of such Auction Assets, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. The Purchaser (or its nominee, if any) shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
9. The Purchaser (or its nominee) shall be entitled to hold and enjoy the Auction Assets for its own use and benefit without any interference of or by any Person claiming by or through or against the Debtor.
10. Upon the completion of the Transactions, the Debtor and all persons who claim by, through or under the Debtor in respect of the Auction Assets, shall stand absolutely and forever barred, estopped, and foreclosed from all estate, right, title, interest, rental, equity of redemption, or Encumbrance in respect of or to the Auction Assets and, to the extent that any such persons remain in possession or control of any of the Auction Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to Century.

12. Notwithstanding:

- (a) the pendency of these proceedings;
- (b) the bankruptcy of the Debtor; or,
- (c) the provisions of any federal or provincial legislation,

the vesting of the Auction Assets in and to the Purchaser (or its nominee) pursuant to this Order shall be binding on the Debtor's trustee in bankruptcy and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

MISCELLANEOUS MATTERS

13. To the extent that any persons or entities are currently in possession or control of any of the Auction Assets, they shall immediately deliver possession thereof to the Receiver.

14. The Receiver, Century, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transactions.

15. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Receiver and its respective agents in carrying out the terms of this Order.

16. This Order must be served only upon those interested parties attending or represented at the within application and service of this Order on such persons shall be by any of email, facsimile, courier, registered mail, regular mail, or personal delivery. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

17. Service of this Order on any party not attending this application is hereby dispensed with.



A handwritten signature in dark ink, appearing to be 'M. J. C. C. Q. B. A.', is written over a horizontal line. The signature is stylized and cursive.

J.C.C.Q.B.A.

SCHEDULE "A" TO THE ORDER (Century Proposal Approval)

AUCTION ASSETS

Unit	Year	Make	Model	Serial Number	Lessor (if applicable)
392	2015	International	9900iSFA	3HSDMAPR3FN658418	Davis GMC Buick Ltd.
393	2015	International	9900iSFA	3HSDMAPR5FN658419	Davis GMC Buick Ltd.
394	2015	International	9900iSFA	3HSDMAPR1FN658420	Davis GMC Buick Ltd.
395	2015	International	9900iSFA	3HSDMAPR3FN658421	Davis GMC Buick Ltd.
397	2015	International	9900iSFA	3HSDMAPR3FN658423	Davis GMC Buick Ltd.
398	2015	International	9900iSFA	3HSDMAPR3FN658424	Davis GMC Buick Ltd.
399	2015	International	9900iSFA	3HSDMAPR3FN658425	Davis GMC Buick Ltd.
400	2015	International	9900iSFA	3HSDMAPR3FN658426	Davis GMC Buick Ltd.
401	2015	International	9900iSFA	3HSDMAPR3FN658427	Davis GMC Buick Ltd.
5005	2017	GMC	Sierra SLE 2500	1GT125EG4HF1143834	Davis GMC Buick Ltd.
5006	2017	GMC	Sierra SLE 1500	3GTU2ME1HG134142	Davis GMC Buick Ltd.
5007	2017	GMC	Acadia SLT AWD	1GKKNWLS0HZ322420	Davis GMC Buick Ltd.
5012	2018	GMC	Sierra SLE 1500	3GTU2MEC8JG125833	Davis GMC Buick Ltd.
424	2016	Western Star	4900FA	5KJJAED17GPGW3252	Daimler Truck Financial
426	2016	Western Star	4900FA	5KJJAED15GPGS2036	Daimler Truck Financial
427	2016	Western Star	4900FA	5KJJAED18GPGW3289	Daimler Truck Financial
428	2016	Western Star	4900FA	5KJJAED14GPGS2514	Daimler Truck Financial
429	2016	Western Star	4900FA	5KJJAED16GPGS2515	Daimler Truck Financial
430	2016	Western Star	4900FA	5KJJAED18GPGS2516	Daimler Truck Financial
431	2016	Western Star	4900FA	5KJJAED17GPGS2037	Daimler Truck Financial
432	2016	Western Star	4900FA	5KJJAED14GPGW3290	Daimler Truck Financial
5000	2016	GMC	Sierra SLE 1500	3GTU2UEC4FG279771	HSBC Bank Canada
5001	2016	GMC	Sierra SLE2500	1GT12YE84FF589202	HSBC Bank Canada

5002	2016	GMC	Sierra SLE2500	1GT12YE89FF588336	HSBC Bank Canada
9365	2016	HYUNDAI	SANTA FE	5XYZUDLA5GG310365	HSBC Bank Canada
411	2012	Kenworth	T800	1XKDD40X8CJ951267	HSBC Bank Canada
412	2012	Kenworth	T800	1XKDD40XXCJ951268	HSBC Bank Canada
224	2015	Lode King	HGF28-3L	2LDHG2831FF059146	Canadian Western Bank
224P	2015	Lode King	HGF30-2P	2LDHG3022FF059147	Canadian Western Bank
225	2015	Lode King	HGF28-3L	2LDHG2835FF058887	Canadian Western Bank
225P	2015	Lode King	HGF30-2P	2LDHG3026FF058888	Canadian Western Bank
226	2015	Lode King	HGF28-3L	2LDHG2838FF059094	Canadian Western Bank
226P	2015	Lode King	HGF30-2P	2LDHG3029FF059095	Canadian Western Bank
227	2015	Lode King	HGF28-3L	2LDHG2833FF059343	Canadian Western Bank
227P	2015	Lode King	HGF30-2P	2LDHG3024FF059344	Canadian Western Bank
240	2015	Lode King	HGF28-3L	2LDHG2837FF060026	Canadian Western Bank
240P	2015	Lode King	HGF30-2P	2LDHG3028FF060027	Canadian Western Bank
242	2015	Lode King	HGF28-3L	2LDHG2832FF060077	Canadian Western Bank
242P	2015	Lode King	HGF30-2P	2LDHG3023FF060078	Canadian Western Bank
243	2015	Lode King	HGF28-3L	2LDHG2834FF060114	Canadian Western Bank
243P	2015	Lode King	HGF30-2P	2LDHG3025FF060115	Canadian Western Bank
249	2015	Lode King	HGF28-3L	2LDHG2836FF060177	Canadian Western Bank
249P	2015	Lode King	HGF30-2P	2LDHG3027FF060178	Canadian Western Bank
250	2015	Lode King	HGF28-3L	2LDHG2832FF060273	Canadian Western Bank
250P	2015	Lode King	HGF30-2P	2LDHG3023FF060274	Canadian Western Bank
251	2015	Lode King	HGF28-3L	2LDHG2831FF060362	Canadian Western Bank
251P	2015	Lode King	HGF30-2P	2LDHG3022FF060363	Canadian Western Bank
252	2015	Lode King	HGF28-3L	2LDHG3025FF060470	Canadian Western Bank
252P	2015	Lode King	HGF30-2P	2LDHG3025FF060471	Canadian Western Bank

253	2015	Lode King	HGF28-3L	2LDHG2838FF060472	Canadian Western Bank
253P	2015	Lode King	HGF30-2P	2LDHG3029FF060473	Canadian Western Bank
254	2015	Lode King	HGF28-3L	2LDHG2839FF060481	Canadian Western Bank
254P	2015	Lode King	HGF30-2P	2LDHG302XFF060482	Canadian Western Bank
FS132	2014	BOBCAT	S650	ALJ812248	Wells Fargo Equipment Finance
420	2016	Western Star	4900FA	5KJJAED19GPGW3267	Wells Fargo Equipment Finance
416	2016	Western Star	4900FA	5KJJAED19GPGW0689	Wells Fargo Equipment Finance
417	2016	Western Star	4900FA	5KJJAED15GPGW0690	Wells Fargo Equipment Finance
418	2016	Western Star	4900FA	5KJJAED15GPGW2861	Wells Fargo Equipment Finance
421	2016	Western Star	4900FA	5KJJAED10GPGW3268	Wells Fargo Equipment Finance
422	2016	Western Star	4900FA	5KJJAED17GPGW2862	Wells Fargo Equipment Finance
423	2016	Western Star	4900FA	5KJJAED12GPGW3269	Wells Fargo Equipment Finance
134	2008	Talbert	55HG120	40FSK694281028834	ATB Financial
171	2011	Stellar	Steller	2N9LB5030BE065042	ATB Financial
200	2013	Midland	MX3000	2MFB2S4D0DR007161	ATB Financial
240	2000	Peterbilt	379	1XP5DB9X6YD515397	ATB Financial
284	2006	Peterbilt	379	1XP5DB9X87D658334	ATB Financial
FS105	2001	John Deere	JD230LC	FF0230X600930	ATB Financial
FS113	1994	CAT	D5H LGP	1DD06080	ATB Financial
170	2011	Lode King	HGF28-3L	2LDHG2832BF051342	ATB Financial
170P	2011	Lode King	HGF30-2P	2LDHG3023BF051343	ATB Financial
181	2011	Advance	1300FT3	2L9TC5320BD079736	ATB Financial
182	2011	Advance	1300FT3	2AEBCREH0BR000291	ATB Financial

183	2011	Advance	1300FT3	2AEBCREH2BR000292	ATB Financial
184	2011	Advance	1300FT3	2AEBCREH4BR000293	ATB Financial
203	2013	Lode King	HGF28-3L	2LDHG2836DF055672	ATB Financial
203P	2013	Lode King	HGF30-2P	2LDHG2836DF055673	ATB Financial
204	2013	Lode King	HGF28-3L	2LDHG2833DF055578	ATB Financial
204P	2013	Lode King	HGF30-2P	2LDHG2833DF055579	ATB Financial
216	2014	Mac	TR1480APB	5MATA4639EA029736	ATB Financial
217	2014	Mac	TR1480APB	5MATA4630EA029737	ATB Financial
376	2013	Peterbilt	388	1XPWDP9X4DD212257	ATB Financial
382	2014	Peterbilt	388	1XPWDP9X3ED230816	ATB Financial
385	2014	Peterbilt	388	1XPWDP9X9ED230819	ATB Financial
391	2014	Peterbilt	388	1XPWDP9X4ED230825	ATB Financial
5833	2013	GMC	Sierra SLE 3500	1GD322C89DF156833	ATB Financial
FL06	2013	Manitou	M50.4	8FGU30	ATB Financial
257	2015	Lode King	HGF28-3L	2LDHG2838FF060522	Royal Bank of Canada
257P	2015	Lode King	HGF30-2P	2LDHG3029FF060523	Royal Bank of Canada
258	2015	Lode King	HGF28-3L	2LDHG2831FF060524	Royal Bank of Canada
258P	2015	Lode King	HGF30-2P	2LDHG3022FF060525	Royal Bank of Canada
256	2015	Lode King	HGF28-3L	2LDHG2834FF060520	Royal Bank of Canada
256P	2015	Lode King	HGF30-2P	2LDHG3025FF060521	Royal Bank of Canada
25	1998	Doepker	N/A	2D9FDSA29J1016503	
25P	1998	Doepker	N/A	2D9FDSA3XJ1016504	
35	1988	Doepker	N/A	2D9FDSA26J1016541	
51	1979	Fruehauf	N/A	DPA4F2W28	
54	1976	Scona	N/A	SNT590	
99	1974	Westtank	N/A	74WR41	

125	2009	Fontaine	VDTT-1-8054	13N25330791549074	
128	2009	Fontaine	IX40C	13N34820993549507	
135	2009	Diamond BI	N/A	2T9JT2S299A176770	
136	2009	Pacesetter	PS10D	2P9TD13169096062	
144	1981	Kenworth	W900	M910190	
144P		Renn	N/A	14M1F21379	
241	1986	Peterbilt	357	1XP9DB9X4GP196189	
241P	1980	Renn	N/A	14M1F56680	
253	1989	Peterbilt	379	D276509GL	
254	1997	Freightliner	FL120	2FUPCDYB1VA883212	
353	2003	Ford	F350	1FDWF37P23ED40993	
5445	2004	Ford	F350	1FDWF36L64EC22445	
FL02	1984	MB	5250	C455090-11	
FL03	1997	Hyster	H110XL2	G005D10398U	
FL04	2006	Hyster	H50FT	L177B04874D	
FL05	2011	Toyota	8FGU30	8FGU30	
FL07	N/A	Toyota	42-f5g25	405FG25-41683	
FS100	1981	Terex	TS14B	28041	
FS102	1984	Terex	72-51BA	C-4558	
FS103	1974	John Deere	644-B	263185	
FS106	1974	John Deere	450C	220672T	
FS107	1978	Champion	740	220672T	
FS108	1950	Champion	Grader	23144-1184	
FS109	1980	Case	1070 Tractor	880789	
FS111	N/A	Vibro	N/A	43CF153	
FS115	2012	Polywest	Pollywest 2000	2000 GAL Water Tank	

FS117	2011	Case	580SN WT	NBC545257	
FS118		CAT	Gen Set		
FS119		LETH	N/A		
FS120		Hydraulic	N/A		
FS122	2011	CAT	N/A		
FS123			Portable Rail Ramp		
FS125			Smooth Roller Packer		
FS126	2015	Pro Tote	Model 8 Elite	5040MOD7-2989	
FS128		Boss	Snow Plow	199742	
FS130		Ford	Irrigation Pump		
FS131			Irrigation Pump		
21		SUPERMOD	IMCA		
GN01	2009	Gooseneck		4P5FD322091133532	
PL62	1985	Fruehauf		1H2V04821FE023003	
PM608	1987	Fruehauf		2H8V0482GHS021705	
PM897		Fruehauf		2H8V04826ES061102	
RACE01	1996	Wells Cargo	AW28ZW	1WC200N25TR027062	
SHOP	1986	Chevrolet	Wrangler		
SS01	2007	Side By Side	UTX800C	KZMUAQTG772000006	
C01	1987	Strike	Single Axle Converter		
110	1987	Lode King		1L4L42348H1015007	
124	2009	Fontaine	VDTT-1-8053	13N25330591549073	
303	1994	Kenworth	T800	2XKDDDB9X4RM933812	
371	2013	International	Lonestar	3HSCXSJR4DN115612	
5671	2011	Chevrolet	Silverado SLT 3500	1GC4K1C89BF134671	
AUG01	2012	Trinity	TCSS-1435	1702129333	

AUG02	2012		UBSNH-1015	1607129566	
AUG03	2013	Convey All	UBH-1418-RCSC	27061310155	
FS104		Bobcat	S250	526015294	
FS124	2011	Bazooka	1200-BAZT	1D912002V12SS576	
FS129		Boss	Snow Plow		
FS133	N/A		Swing Unloader		
FS134	N/A		Swing Unloader		
FS135			Swing Unloader	1352015	
SAR-100	2014	Offices to go	OTG23-2rd	1F9SLB221ES217419	
TBTR003	2015	Royal	CHT820	2S9JL4362F3031875	
TBTR004	2015	Royal	CHT70-820-7	2S9JL4364F3031876	
TBTR005	2014	Roadclipper	18eeq120x82	46UFU2021E1156889	
TBTR006	2014	Roadclipper	18eeq120X82	46UFU2022E1155623	
T82			Tool Trailer for Crusher		
SSSECU RE		CCSI	Cameras		
T78	2002	Utility - TK Reefer		1UYVS25323U093102	
128FA	2009	Fontaine	IX40C	13NM0510493549513	
FS165		Siemens	147P	07-004	

SCHEDULE "B" TO THE ORDER (Century Proposal Approval)

RECEIVER'S CERTIFICATE

Clerk's Stamp

COURT FILE NUMBER	1801-17912
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
DEFENDANTS	HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP 4000, 421 – 7 th Avenue SW Calgary, AB T2P 4K9 Attention: Walker W. MacLeod / Pantelis Kyriakakis Tel: 403-260-3710 / 3536 Fax: 403-260-3501 Email: wmacleod@mccarthy.ca / pkyriakakis@mccarthy.ca

RECITALS

- A. Pursuant to an Order granted by the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated December 19, 2018, Ernst & Young Inc., was appointed as the receiver and manager (the "**Receiver**") of all of the undertaking, property, and assets of Hughson Trucking Inc. (the "**Debtor**").
- B. Pursuant to an Order of the Court, dated March 5, 2019 (the "**Order (Century Proposal Approval)**"), the Court approved the Asset Disposition Proposal, dated February 22, 2019 (the "**Century Proposal**"), between the Debtor, by and through the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor and Century Services Corp. ("**Century**") and provided for the vesting in the applicable purchaser(s) pursuant to the Century Proposal or their nominee of the Debtor's right, title, and interest in and to the Auction Assets, which vesting is to be effective with respect to the Auction Assets upon the delivery by the Receiver to Century of a certificate confirming: (i) the payment by Century of the purchase price for the Auction Assets; (ii) that all conditions

to the closing of the Century Proposal have been satisfied or waived by the Receiver and Century; and, (iii) that the Transactions have been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Order (Century Proposal Approval).

THE RECEIVER CERTIFIES the following:

1. Century has paid and the Receiver has received the purchase price and any proceeds, as adjusted in accordance with the Century Proposal, derived from the Transactions and the sale of the Auction Assets, in accordance with the terms of the Century Proposal;
2. All conditions to the closing of the Century Proposal have been satisfied or waived by the Receiver and Century; and,
3. The Transactions have been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ERNST & YOUNG INC., in its capacity as receiver and manager of the undertaking, property and assets of **HUGHSON TRUCKING INC.**, and not in its personal or corporate capacity.

Per: _____

Name: _____

Title: _____