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COURT FILE NUMBER	1801 - 17912
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
RESPONDENTS	HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, AND JUSTIN LEE HUGHSON
DOCUMENT	**AFFIDAVIT (Appointment of Receiver)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2nd Street S.W. Calgary, AB T2P 4J8 Attention: Ryan Zahara / James Reid Tel: 403-260-9628 / 403-260-9731 Fax: 403-260-9700 Email: ryan.zahara@blakes.com / james.reid@blakes.com File Ref.: 81518/158

AFFIDAVIT OF REHMAN MULJI

Volume 1

Sworn on December 14, 2018

I, **REHMAN MULJI**, of the City of Calgary, in the Province of Alberta, **SWEAR AND SAY THAT**:

1. I am Senior Manager of Specialized Financing, Turnaround Assistance Group with ATB Financial, formerly Alberta Treasury Branches ("**ATB**"). I have been involved with Hughson Trucking Inc. ("**Hughson**") account since approximately December 10, 2018, and have also had the opportunity to review the business records of ATB relevant to the Hughson account. I have personal knowledge of the matters deposed to in this Affidavit, except where stated to be based upon information, in which case I believe the same to be true.

2. I am authorized to make this Affidavit on behalf of ATB.

3. ATB advanced funds to Hughson pursuant to the commitment letter between Hughson and ATB dated January 31, 2018 (the "**Commitment Letter**"), and as amended by the forbearance and amending agreement between Hughson and ATB dated November 19, 2018 (the "**Forbearance Agreement**"), the equipment loan and security agreement dated January 15, 2016 (the "**2016 Loan Agreement**"), and the equipment loan and security agreement dated February 1, 2018 (the "**2018 Loan Agreement**" and together with the 2016 Loan Agreement, the "**Equipment Loan Agreements**" and collectively with the Commitment Letter and the Forbearance Agreement, the "**Credit Documents**"). Attached hereto and marked as **Exhibit "A"** are copies of the Credit Documents.

4. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Forbearance Agreement.

A. OVERVIEW

5. Hughson is a company incorporated pursuant to the laws of the Province of Alberta with its registered office in Lethbridge, Alberta. Attached hereto and marked as **Exhibit "B"** is a copy of the Alberta corporate search report for Hughson.

6. Hughson is a Milk River, Alberta-based trucking and service company primarily focused on providing hauling and trucking services to oilfield service providers. In addition, Hughson also provides transportation services to companies operating in a wide range of industries, including forestry and lumber, agriculture, mining, construction, and food processing.

7. Leroy Hughson ("**LH**") owns a third of the issued and outstanding shares of Hughson.

8. Justin Hughson ("**JH**") is the Chief Executive Officer and owns a third of the issued and outstanding shares of Hughson.

9. Darren Hughson ("**DH**") is the Chief Maintenance Officer and owns a third of the issued and outstanding shares of Hughson.

10. LH, JH, and DH have all provided limited personal guarantees (the "**Personal Guarantees**") to ATB. Attached hereto and collectively marked as **Exhibit "C"** are copies of the Personal Guarantees.

11. As discussed further below, Hughson completed a sale of a substantial portion of its assets, business, and operations (the "**Purchased Assets**") to Tri-Line Carriers LP ("**TLC**") on December 4, 2018. Attached hereto and marked as **Exhibit "D"** is an executed copy of the Asset Purchase Agreement dated December 4, 2018 between TLC and Hughson (the "**APA**").

12. On December 7, 2018, ATB understands that Hughson dismissed approximately 120 employees and effectively ceased its ongoing operations. Hughson still has some remaining assets, including, but not limited to, equipment, inventory, and accounts receivable (the "**Remaining Assets**").

13. ATB believes that the liquidation and distribution of any proceeds from the Remaining Assets will be most efficiently completed by a receiver. Accordingly, ATB has made this application to appoint Ernst & Young Inc. LIT ("**EY**") as receiver over the assets, property, and undertaking of Hughson pursuant to section 243(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**").

B. THE LOAN

14. In accordance with the Credit Documents, ATB has extended credit under the following credit facilities to Hughson (collectively, the "**Facilities**"):

Facilities	Acct No.	Outstanding	Accrued Interest	Total	Per Diem
Credit Facility #1	722-10022229100	$4,000,000.00	$10,732.00	$4,010,732.00	$597.26
Credit Facility #2	722-27521358400	$224,900.00	$624.79	$225,524.79	$33.58
Term Loan #1	722-28699978600	$395,416.69	$1,798.33	$397,215.02	$64.16
Term Loan #2	722-3301026500	$390,150.10	$541.93	$390,692.03	$71.24

Term Loan #3	722-34946633900	$500,000.00	$1,390.28	$501,390.28	$130.14
Credit Facility #3 (Mastercard)					
Total		**$5,510,466.79**	**$15,087.33**	**$5,525,554.12**	**$896.38**

15. The Facilities are repayable by Hughson on demand from ATB.

16. As of December 12, 2018, the total indebtedness of Hughson to ATB pursuant to the Credit Documents is $5,525,554.12 (the "**Outstanding Indebtedness**") with interest accruing thereafter at the rates set out in the Credit Documents, plus all legal and other costs and expenses incurred by ATB in respect of the Credit Documents.

C. THE SECURITY

17. As security for all amounts owing by Hughson to ATB, Hughson entered into the following:

(a) A demand fixed-rate debenture on May 25, 1999, as amended by an amending agreement/supplemental mortgage dated March 30, 2007, as further amended by an amending agreement dated June 10, 2010, and as further amended by an amending agreement dated July 9, 2013 (collectively, the "**Debenture**"). The Debenture granted ATB a mortgage over the Borrower's real property legally described as:

Plan 7410759
Block 37
Lot 17

and

Plan 7410759

Block 37
Lot 18.

(b) A general security by way of a general security agreement dated May 25, 1999 (the "**GSA**" and together with the Debenture, the "**Security**") over all of Hughson's present and after-acquired property, assets, and undertaking, of every nature and kind, both real and personal, and all proceeds therefrom and all accretions, accessions, and substitutions thereto.

Attached hereto and marked as **Exhibit "E"** are copies of the Security, as amended and supplemented.

18. ATB has registered the GSA against Hughson at the Alberta Personal Property Registry. Attached hereto and marked as **Exhibit "F"** is a copy of the Alberta Personal Property Registry search report in respect of Hughson dated December 11, 2018.

19. ATB has also registered the Debenture against the interests of Hughson at Alberta Land Titles. Attached hereto and marked as **Exhibit "G"** are copies of ATB's registrations at Alberta Land Titles.

D. TRANSACTION WITH TLC AND THE FORBEARANCE AGREEMENT

20. In July 2018, ATB understands that Hughson commenced and ran a marketing and sales process to sell all of its assets and ongoing operations. Attached hereto and marked as **Exhibit "H"** is a copy of a draft confidential information memorandum that was used in the marketing and sales process.

21. Hughson ultimately entered into a letter of intent dated October 31, 2018 with TLC (the "**LOI**") for sale of all or substantially all of Hughson's assets on or before December 1, 2018. This sale would have resulted in a significant purchase price that would have seen ATB repaid in full from the sale proceeds. Attached hereto and marked as **Exhibit "I"** is a redacted copy of the letter of intent (the "**LOI**").

22. On the basis of the LOI, ATB agreed to provide an additional $500,000.00 in availability under the Facilities to Hughson (the "**Bridge Loan**").

23. In exchange for the Bridge Loan, ATB required that Hughson enter into the Forbearance Agreement with ATB in order to facilitate the closing of the transaction contemplated by the LOI. Under the Forbearance Agreement, Hughson:

(a) acknowledged the demand nature of the Facilities;

(b) waived the 10-day notice period provided for under section 244 of the BIA;

(c) acknowledged and agreed to the engagement of EY as financial advisor to ATB, and Hughson agreed to provide full and complete information and access to EY to all of its books and records, financial documents, and property;

(d) executed a form of Consent Receivership Order;

(e) agreed to certain milestones in respect of the transaction contemplated by the LOI, including that the transaction would close by no later than December 1, 2018; and

(f) agreed to provide certain information to ATB and EY on an ongoing basis.

24. Hughson breached certain sections of the Forbearance Agreement, including sections 10, 14, and 16, each of which constituted a Terminating Event under the Forbearance Agreement. Hughson also committed a Terminating Event by failing to close the LOI by December 1, 2018.

25. The proposed transaction contemplated by the LOI was also changed significantly prior to the closing of the sale, and Hughson instead closed a revised transaction (the "**Revised Transaction**") that is set out in the APA. The Revised Transaction resulted in significantly reduced sales proceeds. As a result, the sales proceeds received under the Revised Transaction were not sufficient to repay ATB in full.

26. Upon expiration of the Term of the Forbearance Agreement, ATB is entitled to take all steps to enforce its Security, including relying on the form of Consent Receivership Order executed by Hughson under the terms of the Forbearance Agreement.

27. Further, Hughson currently has no access or availability under the Facilities, and ATB is not prepared to extend any further credit to Hughson under the Facilities or otherwise. As a result, Hughson is not able to meet its obligations generally as they become due and Hughson is no longer able to make payments to its creditors.

E. DEMAND AND WAIVER OF NOTICE OF INTENTION TO ENFORCE SECURITY

28. On November 19, 2018, as part of the Forbearance Agreement, ATB sent to Hughson a demand letter and a notice of intention to enforce its security in accordance with section 244 of the BIA (collectively, the "**Demand**"), which required full payment of the Outstanding Indebtedness together with a form to facilitate Hughson's waiver of the 10-day notice period under section 244(2) of the BIA (the "**BIA Notice Waiver**"). Attached hereto and marked as **Exhibit "J"** is a copy of the Demand and BIA Notice Waiver executed by Hughson.

29. Hughson is unable to pay the Outstanding Indebtedness that is due and owing to ATB. The failure of Hughson to pay amounts owed to ATB when due and owing is an Event of Default pursuant to the terms of the Credit Documents and the Security.

30. The Demand Debenture and the GSA provide that, upon an Event of Default by Hughson, ATB is entitled to, among other things, apply for the appointment of a receiver.

F. EVENTS LEADING UP TO THE APPLICATION TO APPOINT A RECEIVER

31. The significant reduction in the amount of assets sold and sales proceeds received by Hughson under the terms of the Revised Transaction was a concern for ATB. This change to the Revised Transaction occurred after the date that the APA was supposed to close pursuant to the terms of the Forbearance Agreement and resulted in a significant reduction of the amounts available to repay the Outstanding Indebtedness. This left ATB in a significant short-fall position with only the Remaining Assets left to be liquidated and as security to ATB.

32. ATB sought additional information from Hughson and its legal counsel in respect of the revised final purchase price for the Purchased Assets and a complete listing of all of the assets sold by Hughson under the APA (the "**APA Correspondence**"). Attached hereto and marked as **Exhibit "K"** is the APA Correspondence.

33. EY also repeatedly requested information from Hughson regarding its cash flows, the marketing process undertaken for the sale of the Purchased Assets, information regarding outstanding amounts owing to Canada Revenue Agency, updated aged A/P subledger, *proforma* balance sheet, and the listing of aged accounts receivable (the "**AR Correspondence**"). Attached hereto and marked as **Exhibit "L"** is a copy of the AR Correspondence.

34. EY further requested information from Hughson in respect of an orderly wind-down plan (the "**WD Plan**") and what next steps Hughson would take to deal with the Remaining Assets (the "**WD Plan Correspondence**"). Attached hereto and marked as **Exhibit "M"** is a copy of the WD Plan Correspondence.

35. Hughson, as part of the WD Plan, also provided a cash flow forecast that showed it could not pay all of its creditors and that there was the potential for a significant shortfall in the amounts owed to ATB being repaid. The WD Plan was not acceptable to ATB as it contemplated making payment of funds to creditors and other parties that were subsequent in priority to ATB.

36. ATB also has significant concerns regarding the ability of Hughson to collect on some of its accounts receivable and complete the liquidation of the Remaining Assets now that it has ceased operations.

37. ATB also discovered that, during the month of November 2018, Hughson had not been remitting source deductions to the Canada Revenue Agency (the "**CRA**") and had potentially created a substantial priority claim in favour of the CRA. Hughson estimated this claim to be approximately $1,569,000.00 as part of its email correspondence with EY (the "**CRA Correspondence**"). Attached hereto and marked as **Exhibit "N"** is a copy of the CRA Correspondence.

38. After the APA closed, there were significant funds still being held in the trust by legal counsel for Hughson. Certain of those funds had to be used to pay amounts owing in respect of the Purchased Assets, amounts payable by TLC for GST in respect of the transaction, and to pay other miscellaneous transaction costs.

39. Hughson has executed a direction to pay that instructs its legal counsel to forward amounts held in trust to ATB up to approximately $3,201,220.06 (the "**DTP**"), which includes an

amount of approximately $320,000.00 (the "**Holdback**") for a holdback amount under the APA. The Holdback is releasable by legal counsel for Hughson when certain steps are completed as contemplated by section 3.2(b) of the APA. ATB understands that the Holdback will be released to it in accordance with DTP by legal counsel to Hughson in due course. Attached hereto and marked as **Exhibit "O"** is an executed copy of the DTP.

40. ATB did ultimately receive sales proceeds from Hughson arising from the APA in the amount of $2,839,220.59. This amount was paid to ATB on December 13, 2018.

41. ATB also understands that Hughson has negotiated an additional transaction with TLC for the sale of some additional inventory, which has not been completed as of the date of this Affidavit.

G. NECESSITY OF THE APPOINTMENT OF A RECEIVER

42. As a result of the foregoing, I believe that the appointment of a receiver pursuant to section 243 of the BIA over the assets, undertakings, and properties of Hughson is just and convenient and necessary to protect the interests of ATB and to preserve and realize on the Security in an orderly fashion.

43. Hughson no longer has any credit available under the Facilities and does not have any funds available to it to continue any remaining operations or pay debts generally as they become due. Hughson has also ceased operations, terminated its employees, and is in the process of liquidating the Remaining Assets. ATB believes this can be more efficiently and effectively accomplished by a receiver and is not prepared to allow Hughson to carry out this process itself.

44. Further, counsel for Hughson has informed counsel for ATB that news of Hughson's insolvency has become public (the "**Counsel Correspondence**"), which is expected to result "in all manner of claims." Attached hereto and marked as **Exhibit "P"** is a copy of the Counsel Correspondence.

45. I believe that EY is a licensed trustee in bankruptcy and has consented to being appointed as receiver of Hughson (the "**Receiver**"). Attached hereto and marked as **Exhibit "Q"** is a copy of EY's consent to act as Receiver.

46. ATB is seeking requisite approvals to provide financing in the amount of up to $100,000.00 to fund the Receiver through the proposed receivership proceedings of Hughson.

47. ATB believes that the appointment of the Receiver will be the most effective and efficient way to realize on the value of the assets and minimize the costs associated with this process.

48. I believe it is appropriate in all of the circumstances that the Receiver be appointed over the assets, undertaking, and properties of Hughson pursuant to section 243 of the BIA.

49. I swear this Affidavit in support of ATB's Application for the appointment of EY as Receiver in respect of Hughson.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 14th day of December, 2018.	))))))	
A Commissioner of Oaths in and for Alberta		**REHMAN MULJI**

MATTHEW J. SUMMERS
Barrister & Solicitor

This is Exhibit "A" referred to in the Affidavit of Rehman Mulji, sworn before me this 14th day of December 2018

A Commissioner of Oaths in and for Alberta

MATTHEW J. SUMMERS
Barrister & Solicitor

Lethbridge Paramount
727 – 4 Avenue S
Lethbridge, Alberta T1J 0P1
Phone: 403-317-7383

January 31, 2018

Hughson Trucking Inc.
P.O. Box 149
Milk River, Alberta T0K 1M0

Attn: Justin Hughson

Dear Sir:

Alberta Treasury Branches has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter. This agreement amends and restates in its entirety our previous letter(s). Any borrowings outstanding under previous letter agreement(s) are deemed to be Borrowings hereunder under the related facility referenced herein.

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. mountain standard time ("MST") on or before February 28, 2018 or our offer will automatically expire. This correspondence may be executed electronically; this correspondence may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your continued business

Yours truly,

ALBERTA TREASURY BRANCHES

By: ______________________
Todd Giesbrecht
Relationship Manager

Encl.

Accepted this 13 day of Feb, 20 18

BORROWER

Hughson Trucking Inc.

____
Per:

Date Accepted: Feb 13, 2018

____
Per:

Date Accepted: Feb 13. 2018

ATB Financial

GUARANTOR

Leroy Christian Hughson

Date Accepted: Feb 13, 2018

Darren James Hughson

Date Accepted: Feb 13, 2018

Justin Lee Hughson

Date Accepted: Feb 13, 2018

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LENDER: ALBERTA TREASURY BRANCHES

BORROWER: Hughson Trucking Inc.

GUARANTOR(S): Leroy Christian Hughson

Darren James Hughson

Justin Lee Hughson

1. **DETAILS OF CREDIT FACILITIES (EACH REFERRED TO AS A "CREDIT FACILITY"):**

Credit Facility #1 - Operating Credit Facility (Revolving) – $4,000,000.00

- is available by way of Prime-based loans.
  - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 1.50% per annum and will be payable on the last day of each month.

- is to be used to cover day to day operating expenses of the Borrower.

- advances will be limited to the amount (the "Margin Limit") equal to the lesser of:

  - the maximum principal amount of this Credit Facility; Credit Facility #2; and

  - the aggregate of (a) 75% of Good Canadian Accounts Receivable of Borrower, plus (b) 75% of Good US Accounts Receivable to a maximum of $750,000.00, plus (c) unencumbered inventory at 50%, plus (d) a margin free base of $633,597

  - Accounts receivable that are generated by equipment or other fixed asset sales may be excluded at Lender's option;
  - Accounts receivable from MI Swaco and M-I LLC are to be combined for the purposes of calculating the amount of the accounts receivable that is over 90 days and application of the 10% rule.
  - EDC Insured USD accounts receivable may be margined to 90%.
  - Non-EDC Insured USD accounts receivable to be margined at 75% with a $750,000.00 maximum lending value restriction. US Dollar accounts receivable are subject to approval by Alberta Treasury Branches. Registration in the US states under Universal Commercial Code (UCC) may be made by Alberta Treasury Branches/Alberta Treasury Branches' solicitor.
  - Inventory means 50% of inventory on hand
  - Margin free base is subject to annual review and amendment at the discretion of ATB.

- may be prepaid in whole or in part at any time without penalty.

- Borrower may borrow, repay and reborrow up to this Credit Facility amount above but not exceeding the margin limit. Principal advances and repayments to be in the minimum sum of $0.01 or multiples of it.

- is payable in full on demand by Lender.

Credit Facility #2 - Operating Credit Facility (Revolving) – $225,000.00

- is available by way of Prime-based loans.
  - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 1.50% per annum and will be payable on the last day of each month.

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- is to be used specifically for annual licensing costs.

- may be prepaid in whole or in part at any time without penalty.

- Borrower may borrow, repay and reborrow up to this Credit Facility amount above but not exceeding the margin limit. Principal advances and repayments to be in the minimum sum of $0.01 or multiples of it.

- is payable in full on demand by Lender.

Credit Facility #3 – Irrevocable Standby Letter of Credit by Lender in the amount of $25,000.00 in favour of Minister of National Revenue

- Borrower will pay a fee of 1.00% per annum calculated on the face amount of the Irrevocable Standby Letter of Credit, payable upon issuance based on the number of days in the term of such Irrevocable Standby Letter of Credit

- Borrower will reimburse Lender for any money actually paid by the Lender on the Irrevocable Standby Letter of Credit plus interest calculated at Prime plus 2.00% per annum from date of payment by Lender until paid by Borrower.

- Irrevocable Standby Letter of Credit will expire on March 31, 2018, subject to the renewal provisions within the application and/or agreement in relation to same.

- the face amount of any outstanding Irrevocable Standby Letter of Credit is payable in full on demand by Lender, to be held as cash collateral to satisfy the contingent liability thereunder.

Credit Facility #4 – Alberta BusinessCard Mastercard – $100,000.00 (called the Business Credit Limit in the Agreement)

- interest will be calculated on the total interest bearing balance at Prime plus 3.00% per annum.

- minimum monthly payment of 3.00% of the new balance at payment due date is required.

- other terms and conditions are outlined in the ATB Financial Mastercard cardholder agreement in effect from time to time.

2. **NEXT REVIEW DATE:**

All Credit Facilities are demand facilities and are subject to review by Lender at any time in its sole discretion and at least annually. The next annual review date has been set for May 31, 2018 but may be set at an earlier or later date at the sole discretion of Lender.

3. **FEES:**

- Non-refundable renewal fee of $4,225.00 is payable on acceptance of this offer.

- A monthly fee of $200.00 is payable for margining.

- Renewal fee is payable annually in an amount determined by Lender

- Non-refundable fee of $250.00 for each Irrevocable Standby Letter of Credit, payable upon application and annually

- Any amount in excess of established Credit Facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.

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- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of $150.00 per month (per monthly or quarterly report or statement) and $250.00 per month (per annual report or statement) for each late reporting occurrence.

Lender is hereby authorized to debit Borrower's account for any unpaid fees.

4. **SECURITY DOCUMENTS:**

All security documents (whether held or later delivered) (collectively referred to as the "Security Documents") shall secure all Credit Facilities and all other obligations of Borrower to Lender (whether present or future, direct or indirect, contingent or matured). The parties acknowledge that the following security documents are currently held:

(a) General Security Agreement from Borrower providing a security interest over all present and after acquired personal property

(b) Debenture in the principal sum of $165,000.00 from Borrower constituting a first fixed charge on the lands located at Plan 7410759 Block 37 Lots 17 and Plan 7410759 Block 37 Lot 18

(c) Amending Agreement with interest at 2.00% above Prime and/or fixed rate of 10% per annum

(d) Amending Agreement in the principal amount of $250,000.00

(e) Amending Agreement in the principal amount of $500,000.00

(f) Continuing Guarantee from Leroy Christian Hughson - limited to $300,000.00

(g) Continuing Guarantee from Darren James Hughson - limited to $300,000.00

(h) Continuing Guarantee from Justin Lee Hughson - limited to $300,000.00

(i) Postponement of Claim from LDJ Livestock

(j) Postponement of Claim from 1010307 Alberta Ltd.

(k) Postponement and Subordination of Security Interests

(l) Registration under Universal Commercial Code in the United States that Borrower carries out business

The Security Documents are to be registered in the following jurisdictions: Alberta.

5. **REPRESENTATIONS AND WARRANTIES:**

Borrower represents and warrants to Lender that:

(a) each Loan Party (other than any that are individuals) is duly incorporated or duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;

(b) the execution, delivery and performance by Borrower and each Guarantor (if any) of this agreement and each Security Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any applicable laws or agreements to which it is subject or by which it is bound;

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(c) the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby and, since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;

(d) each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances other than Permitted Encumbrances;

(e) Borrower has no subsidiaries

All representations and warranties are deemed to be repeated by Borrower on each request for an advance hereunder.

6. **REPORTING COVENANTS:**

Borrower covenants with Lender that it will provide the following to Lender:

(a) Within 120 days after the end of each of its fiscal years unconsolidated financial statements of Borrower on a review engagement basis and prepared by a firm of qualified accountants. If audited financial statements are not currently required, Lender reserves the right to require audited financial statements

(b) Within 25 days following the end of each calendar month, internally produced financial statements of Borrower

(c) Within 25 days following the end of each calendar month, accounts payable and accounts receivables listings as at the end of such month and giving separate listings and statements for each business location of Borrower certified by a senior officer of Borrower

(d) Within 120 days after the end of each of its fiscal years, annual capital and revenue budgets from Borrower for the next following fiscal year

(e) Within 120 days after the end of each of its fiscal years, summary of all lease contracts including purchase amount, start date, payment, buyout date, buyout amount and leasing company

(f) Annually, personal financial statements of Guarantors

(g) Within 25 days of 2017 fiscal year end, cash flow, balance sheet and income/expense statement projections on a month over month basis for fiscal 2018

(h) on request, any further information regarding the assets, operations and financial condition of Borrower and any Guarantor that Lender may from time to time reasonably require

7. **POSITIVE COVENANTS:**

Borrower covenants with Lender that:

(a) it will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;

(b) it will pay to Lender on demand, all legal *(on a solicitor and his own client, full indemnity basis)* and other costs incurred by Lender in respect of all Credit Facilities including the preparation, registration and any realization on the Security Documents and other related matters;

(c) it will deliver to Lender the Security Documents, in all cases in form and substance acceptable to Lender and Lender's solicitor;

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(d) it will ensure that each Loan Party maintains appropriate types and amounts of insurance with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security, with such other terms as Lender may require;

(e) it will promptly advise Lender, in writing, of any significant loss or damage to the property of any Loan Party;

(f) it will ensure that each Loan Party maintains its corporate or partnership status (if applicable) in good standing and maintains, repairs and keeps in good working order and condition all of its property and assets;

(g) it will permit Lender at any reasonable time or times and on reasonable prior notice to enter the premises of each Loan Party and to inspect its property and operation and to examine and copy all of its relevant books of accounts and records;

(h) it will ensure that each Loan Party remits when due all sums owing to tax and other governmental authorities including, without limitation, any sums in respect of employees and GST, and provides proof to Lender upon request;

(i) it will ensure that each Loan Party complies with all applicable laws, permits and regulations including, without limitation, those relating to the environment, and obtains and maintains all necessary licenses, permits, authorizations and approvals which are required to be obtained and maintained by it in the operation of its business;

8. **NEGATIVE COVENANTS:**

Borrower covenants with Lender that, except with the prior written consent of Lender, Borrower will not and will not permit any Loan Party to:

(a) create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;

(b) sell, lease or otherwise dispose of any assets except (i) inventory sold, leased or disposed of in the ordinary course of business, (ii) obsolete equipment which is being replaced with equipment of equivalent value, and (iii) assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not exceeding $50,000.00, for such fiscal year;

(c) provide financial assistance (by means of a loan, guarantee or otherwise) to any person other than Lender;

(d) pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Alberta Business Corporations Act*) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, any amount which would cause the breach of a provision hereof;

(e) amalgamate, consolidate or merge with any person other than a Loan Party or enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;

(f) consent to or facilitate a change in the ownership of its shares or allow a material change in its management without the prior written consent of Lender;

(g) acquire any assets in or move any assets to a jurisdiction where Lender has not registered the Security Documents;

(h) operate accounts with or otherwise conduct any banking business with any financial institution other than Lender;

(i) enter into any commodity, currency or interest rate hedging arrangement which is not used for risk management in relation to its business but is entered into for speculative purposes;

9. **FINANCIAL COVENANTS:**

Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

(a) Leverage position is calculated by "cash plus Accounts Receivable Plus Inventory Less Accounts Payable Less Revolving Line of Credit balance

Each of the above financial ratios shall be maintained at all times.

10. **CONDITIONS PRECEDENT:**

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and there must be no default hereunder or under any Security Document. In addition, no Credit Facility will be available until the following conditions precedent have been satisfied, unless waived by Lender:

(a) Lender is satisfied that no prior liens, mortgages, charges, encumbrances, writs or other security interests are registered against any Loan Party's assets other than as permitted by Lender;

(b) Lender has received all Security Documents and all registrations and filings have been completed in Alberta, in all cases in form and substance satisfactory to Lender;

(c) Borrower and Guarantor (if any) have provided all authorizations and all financial statements, appraisals, environmental reports and other information that Lender may require, including, but not limited to:

- Sunlife Assurance Company of Canada Group Creditor's Life Insurance – application or waiver
- Credit Information and Alberta Land Titles Office Name Search Consent Form;
- F3001A Environmental Questionnaire and search property on the Environmental Law Centre and Petroleum Tank Management Association of Alberta, and if issues are identified, consider obtaining a Phase 1 Environmental Audit. (Pre-renewal)
- Canada Revenue Agency Clearance Searches confirming payroll source, deductions and GST remittances are up to date (Pre-renewal)
- WCB Clearance Search to be on file. (Pre-renewal)

(d) Lender has received payment of all fees due in respect hereof

(e) Lender is satisfied as to the value of Borrower's and any Guarantor's assets and financial condition and each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time;

11. **AUTHORIZATIONS AND SUPPORTING DOCUMENTS:**

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender:

(a) Corporate Borrower and Corporate Guarantors, if applicable:

- Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors

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- Banking resolution in form provided by Lender or otherwise acceptable to Lender
- Certified Directors' Resolution

(b) Electronic Funds Transfer Agreement

(c) Application and Agreement for Standby Letter of Credit

(d) ATB Financial Mastercard Cardholder Agreement

12. **DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS:**

(a) Borrower may cancel the availability of any unused portion of a Credit Facility on 5 Business Days' notice. Any such cancellation is irrevocable.

(b) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

(c) If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount including, without limitation, interest on interest if and to the fullest extent permitted by applicable law at a rate per annum equal to the rate payable hereunder on such amount as if it were not in arrears.

(d) The branch of Lender (the "**Branch of Account**") where Borrower maintains an account and through which the Borrowings will be made available is located at Lethbridge Paramount, 727 – 4 Avenue S, Lethbridge, Alberta T1J 0P1. Funds under the Credit Facilities will be advanced into and repaid from account no. 722-00115114224 at the Branch of Account or such other branch or account as Borrower and Lender may agree upon from time to time.

(e) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this agreement.

(f) Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower maintained with Lender for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day and interest shall accrue accordingly.

13. **EVENTS OF DEFAULT:**

All Credit Facilities are payable in full on demand by Lender. Without restricting the Lender's right to demand payment at any time, Lender may, by notice to Borrower, terminate any or all of the Credit Facilities and demand immediate payment and, failing such immediate payment, Lender may realize under the Security Documents as Lender thinks fit in any of the following events:

(a) if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender;

(b) if Borrower or a Guarantor (if any) defaults in the observance or performance of any of its covenants or obligations hereunder or in any of the Security Documents (other than as provided under section (a) above), or in any other document under which Borrower or a Guarantor (if any) is obligated to Lender and, in any such case, the default continues after notice from Lender;

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(c) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect (as determined by Lender in its sole discretion);

(d) if an order is made, an effective resolution passed or a petition is filed for the winding up of the affairs of Borrower or a Guarantor (if any) or if a receiver or liquidator of Borrower or a Guarantor (if any) or any part of its assets is appointed; or

(e) if Borrower or a Guarantor (if any) becomes insolvent or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against Borrower or a Guarantor (if any) and is not being disputed in good faith.

(f) Notwithstanding anything else contained herein, in the case of default by Borrower, Lender may apply payments received during a period of default in whatever order it may elect, as between the Credit Facilities, to any interest owed thereunder, any fees or charges or any other obligations of the Borrower.

14. **MISCELLANEOUS:**

(a) If applicable, the Borrower agrees to waive the two (2) day time period for delivery of the *Fair Trading Act* disclosure statement. If applicable, the Borrower may notify the Lender, in writing, of the Borrower's intention to withdraw from this commitment letter within two (2) days from signing it and if the Borrower withdraws, it has the right to be relieved from any obligations under this commitment letter and receive a refund of any payments made hereunder except any of the following fees which may have been incurred by the Lender and charged to the Borrower: (i) search or registration costs paid to a registry or agent, (ii) fees for any inspection, appraisal, survey or environmental audit report obtained by the Borrower and used by the Lender, (iii) mortgage insurance premium on a high ratio mortgage and (iv) casualty insurance premium.

(b) Within the term of each Credit Facility hereunder, the Lender may issue a renewal offer presenting various options for the renewal of such Credit Facility. Provided the Credit Facility is not then in default and the balance of the principal, interest and other sums due and payable hereunder is not paid in full, then the Credit Facility may be renewed based upon the terms and conditions in such renewal offer as selected by the Lender (in its sole discretion) and the terms and conditions of this commitment letter (as amended by such renewal offer) will otherwise continue in full force and effect.

(c) The Lender may send the Borrower monthly statements (if applicable), notices or demands for payment to the latest address the Lender has for the Borrower in the Lender's records. Any statement, notice or demand shall be deemed to be received by the Borrower on the date received (if delivered personally) or the fifth day after the Lender has mailed it to the Borrower (if mailed). If there are multiple Borrowers hereunder, then communication to any one of them is deemed to be communication to all.

(d) Lender, without restriction, may waive, in writing, the satisfaction, observance or performance of any of the provisions of this Commitment Letter. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled.

(e) Where more than one person, firm or corporation signs this agreement as Borrower, each party is jointly and severally liable for any such obligation hereunder and the Lender may require payment of all such amounts from any one of them or a portion from each.

(f) If any portion of this agreement is held invalid or unenforceable, the remainder of this agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between the provisions hereof and of any Security Document or loan agreement, the provisions hereof shall prevail to the extent of the conflict.

(g) All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta).

(h) Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including, without limitation, legal expenses on a solicitor and his own client, full indemnity basis) incurred in connection with the Credit Facilities. This indemnity will survive the repayment or cancellation of any of the Credit Facilities or any termination of this agreement.

(i) For certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of Lender's Security Documents to such Permitted Encumbrance.

(j) Time shall be of the essence in all provisions of this agreement.

(k) This agreement may be executed in counterpart.

(l) This agreement shall be governed by the laws of Alberta.

DEFINITIONS:

"A Locations" means Calgary, Edmonton.

"B Locations" means urban areas.

"Borrowings" means all amounts outstanding under the Credit Facilities or, if the context so requires, all amounts outstanding under one or more of the Credit Facilities or under one or more borrowing options of one or more of the Credit Facilities.

"Business Day" means a day excluding Saturday and Sunday on which Lender is open for business in Alberta.

"Cash Flow Available To Service Debt" ***[use this definition for business Borrowers]*** means, in respect of Borrower for any period, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (i) added thereto depreciation, amortization and other non-cash charges, extraordinary expenses, any losses on disposal of fixed assets and Interest Expense and (ii) subtracted therefrom extraordinary income, gains on disposal of fixed assets, any reduction in shareholder loans and dividends declared during the period.

"Cash Flow Available To Service Debt" ***[use this definition for agricultural Borrowers]*** means Net Farming Income + Optional/Mandatory Inventory Adjustment-Previous Year – Optional/Mandatory Inventory Adjustment-Current Year + Depreciation/Capital Cost Allowance + Interest and bank charges + Extraordinary Expense - Extraordinary Income – Living Expenses (applicable to Non-Incorporated Farms) + Ending Accounts Receivable + Ending Inventory + Opening Accounts Payable – Opening Accounts Receivable – Opening Inventory – Closing Accounts Payable.

"Current Assets" means, for a day, the amount of current assets of Borrower as determined in accordance with GAAP on a consolidated basis.

"Current Liabilities" means for a day, the amount of current liabilities of the Borrower as determined in accordance with GAAP on a consolidated basis including only the Current Portion of the Long Term Debt of any Funded Debt.

"Current Portion of Long Term Debt" or **"Debt"** is determined based on the annual scheduled principal payments of Funded Debt required to be made in a 12 month period notwithstanding the fact that the entire portion of a demand facility may be or may not be shown as current in accordance with GAAP.

"**Debt Service Coverage**" means, for any period, the ratio of (i) Cash Flow Available to Service Debt, to (ii) Interest Expense and scheduled principal payments in respect of Funded Debt.

"**EBITDA**" means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during the period and depreciation, depletion and amortization deducted for the period.

"**Equity**" means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances (if postponed on terms and in a manner acceptable to Lender) but excluding advances to affiliates/shareholders, goodwill and intangible assets.

"**Funded Debt**" means, in respect of Borrower, all outstanding, non-postponed, interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender) including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms, credit card debt and letters of credit/guarantees.

"**Generally Accepted Accounting Principles**" or "**GAAP**" means generally accepted accounting principles as may be described in the Canadian Institute of Chartered Accountants Handbook.

"**Good Accounts Receivable**" means unencumbered accounts receivable of Borrower from Canadian and U.S debtors excluding (i) bad or doubtful accounts; (ii) all amounts due from any affiliate, (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good, (iv) the amount of all holdbacks or contra accounts, and (v) any accounts which Lender has previously advised to be ineligible.

"**Guarantor**" means any persons which have provided or hereafter provide a guarantee in favour of Lender with respect to the Borrowings hereunder.

"**Interest Expense**" means, for any period, the cost of advances of credit during that period including actual interest charges, potential interest payable on any non-utilized portion of any revolving facility (including credit cards), the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes and fees payable in respect of letters of credit and letters of guarantee.

"**Interest Rate Differential**" or "**IRD**" means the Lender's lost potential interest earnings on the Credit Facility calculated by taking the lost earnings rate and multiplying it by the amount that the Borrower prepays. The **lost earnings rate** is the difference between: (a) the interest rate that the Borrower is being charged at the time of prepayment (the "**Borrower's Rate**") and (b) the sum of: (i) the Lender's interest rate loan funding cost at the time of prepayment as determined by the Lender; and (ii) the **margin rate**, where the margin rate is equal to the difference between (A) the Borrower's Rate, and (B) the Lender's interest rate loan funding cost at the later of the granting of the Credit Facility and the latest renewal of the Credit Facility.

"**Inventory**" means unencumbered inventory of Borrower (including raw materials and finished goods but excluding work in progress) which is not subject to any security interest, encumbrance, right or claim which ranks or is capable of ranking in priority to Lender's security.

"**Loan Parties**" means, collectively, Borrower and all Guarantors, other than any Guarantors that are individuals.

"**Long Term Debt**" means, for a day and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower.

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"Material Adverse Effect" refers to (i) a material adverse effect on the financial condition of Borrower or of any Guarantor, or (ii) a material adverse effect on the ability of Borrower or any Guarantor to repay amounts owing hereunder or under its guarantee in respect hereof.

"Permitted Encumbrances" means the following: (i) liens for taxes, assessments or governmental charges or by operation of law not yet due or delinquent or the validity of which is being contested in good faith, and (ii) security interests consented to in writing by Lender.

"Pre-Sold Home" means a home owned by and registered in the name of Borrower that has been sold to an arms length third party under an accepted and unconditional offer to purchase with a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Prime" means the prime-lending rate per annum established by Lender from time to time for commercial loans in Canadian dollars. Where the interest rate for a Credit Facility is based on Prime, the applicable rate on any day will depend on the Prime in effect on that day. The statement by Lender as to Prime and as to the rate of interest applicable to a Credit Facility on any day will be binding and conclusive for all purposes.

"Residential Mortgage Loan Rate" means the rate per annum established by Lender from time to time for residential mortgage loans in Canadian dollars.

"Sales" means the gross sales as reported in the Statement of Profit and Loss of Borrower's financial statement for the fiscal year.

"Sales to Equity" means, at any time, the ratio of Sales to Equity.

"Show Home" means a home owned by and registered in the name of Borrower whose primary purpose is to either house Borrower's sales office for a particular sub-division or to display the product line of Borrower. A Show Home is usually part of a show home parade and is usually not intended to be immediately sold.

"Spec Home" means a home owned by and registered in the name of Borrower that is intended to be immediately sold, but for which Borrower has not received and approved an accepted offer to purchase for the home. Removal of loans from this status must be supported by evidence of an unconditional offer to purchase with an arms length third party purchaser who has provided a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Standby Letter of Credit" means a standby letter of credit or a letter of guarantee issued by ATB or another financial institution at ATB's request

"Subsidiaries" means (i) a person of which another person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and (ii) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such person and includes a person in like relation to a Subsidiary.

"Total Debt" means, in respect of Borrower, as of the end of any fiscal quarter and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to (i) the amount of Current Liabilities, plus, if not already included therein, the Current Portion of Long Term Debt, plus (ii) the aggregate of (a) the amount of Long Term Debt including the Borrowings, and (b) to the extent not included in Long Term Debt, obligations with respect to prepaid obligations and deferred revenues relating to third party obligations and the amount of all obligations outstanding under a capital lease or any sale-leaseback to the extent it constitutes a capital lease and shall exclude in any event postponed advances (if postponed on terms and in a manner acceptable to Lender).

"Total Debt to Equity Ratio" means, at any time, the ratio of (i) Total Debt to (ii) Equity.

"Working Capital Ratio" also known as the **"Current Ratio"** means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.

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FORBEARANCE AND COMMITMENT LETTER AMENDING AGREEMENT

THIS AGREEMENT made effective as of the 19 day of November, 2018

AMONG:

HUGHSON TRUCKING INC. (the "**Borrower**")

-and-

ATB FINANCIAL (the "**Lender**")

WHEREAS the Borrower and the Lender are party to a Commitment Letter dated January 31, 2018 (the "**Commitment Letter**" and the Commitment Letter, as amended by this Agreement, the "**Amended Commitment Letter**");

AND WHEREAS the Borrower and the Lender are also party to and equipment loan and security agreement dated as of January 15, 2016 (the "**2016 Equipment Loan Agreement**") and an equipment loan and security agreement dated on or about February 1, 2018 (the "**2018 Equipment Loan Agreement**" and together with the 2016 Equipment Loan Agreement, the "**Equipment Loan Agreements**");

AND WHEREAS the Lender agreed to provide the Borrower with an additional bridge loan in the amount of $500,000 on the terms and conditions set forth in section 11(b) hereof ("**Bridge Loan**");

AND WHEREAS AND WHEREAS the Lender issued a demand and Notice of Intention to Enforce Security pursuant to section 244 of the Bankruptcy and Insolvency Act (Canada) (the "**BIA**") (the "**Demand**") to the Borrower on November 19, 2018, demanding payment of all of the Obligations (as defined below);

AND WHEREAS there is currently the following facilities and amounts outstanding under the terms of the Commitment Letter and the Equipment Loan Agreements:

Facilities	Acct NO	Rate	Authorized	Outstanding	Accrued Interest	Total	Per Diem
Overdraft	722-00115114224	19.25%	$0.00	$137,103.69	$1,308.61	$138,412.30	$72.31
Credit Facility #1	722-10022229100	P+1.50%	$4,000,000.00	$4,000,000.00	$20,649.44	$4,020,649.44	$597.26
Credit Facility #2	722-27521358400	P+1.50%	$225,000.00	$224,900.00	$1,170.40	$226,070.40	$33.58
Term Loan	722-28699978600	P+1.50%	$429,706.36	$429,706.36	$889.44	$430,595.80	$64.16
Term Loan	722-3301026500	P+2.25%	$419,373.04	$419,373.04	$2,082.50	$421,455.54	$71.24
Credit Facility #4 (Mastercard)		P+3.00%	$100,000.00				
Total			$5,174,079.40	$5,211,083.09	$26,100.39	$5,237,183.48	$838.55

(collectively, the "**Facilities**")

AND WHEREAS the Lender holds, *inter alia*, the following security over the property of the Borrower:

A. A general security agreement between the Borrower and the Lender dated May 25, 1999;

B. Debenture granted by the Borrower to the Lender dated May 25, 1999 in the amount of $165,000;

C. Amending Agreement/Supplemental Mortgage granted by the Borrower to the Lender and effective March 30, 2007;

D. Amending Agreement granted by the Borrower to the Lender effective June 10, 2010 amending the mortgage to secure the amount of $250,000;

E. Amending Agreement granted by the Borrower to the Lender effective July 9, 2013 amending the mortgage to secure the amount of $500,000;

F. The 2016 Loan Equipment Agreement; and

G. The 2018 Loan Equipment Agreement.

(which, together with any and all other security held by the Lender against the Borrower is, collectively, the "**Security**")

AND WHEREAS the Borrower has accepted a letter of intent from Tri-Line Carries LP (the "**Purchaser**") to purchase the assets of the Borrower for $12,750,000 (the "**Asset Purchase Transaction**") with an anticipated closing date of December 1, 2018 (the "**Closing Date**");

AND WHEREAS the Borrower has acknowledged the demand nature of the Amended Commitment Letter and the Equipment Loan Agreements;

AND WHEREAS the Lender has agreed to forbear from enforcement of the Security until December 31, 2018 (the "**Term of this Agreement**"), subject to certain conditions as outlined in this Agreement, to allow the Borrower sufficient time to close the Asset Purchase Transaction and to repay the Obligations (as defined below) to the Lender in their entirety;

AND WHEREAS the Amended Commitment Letter and the Equipment Loan Agreements will remain in full force and effect, including, without limitation, the Lender's ability to demand repayment of the Obligations at any time, except as it is specifically amended herein and the Lender continues to reserve all rights and does not waive any existing defaults under the Commitment Letter or Equipment Loan Agreements.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. All capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to them in the Amended Commitment Letter. In addition (a) "**Obligations**" means, collectively: (a) the $5,237,183.48 outstanding under the Facilities as at November 5, 2018 plus any accrued interest, any other debts liabilities and obligations and any other amounts payable under the terms of the Amended Commitment Letter (including, for certainty, all debts, liabilities and obligations of the Borrower to the Lender in respect of the Bridge Loan), the Equipment Loan Agreements, the Security and

this Agreement and (b) all other debts, liabilities and obligations of the Borrower to the Lender (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Borrowed be bound alone or with another or others and whether as principal or surety; and "**Event of Default**" means the occurrence of an event specified in section 13 of the Amended Commitment Letter or a "Default" (as defined in the Equipment Loan Agreements).

2. Where the time for doing any act required pursuant to the terms of this Agreement expires on a day that is not a Business Day, the act must be completed on the next regular Business Day.

3. In consideration of the Lender entering into this Agreement, the Borrower acknowledges and agrees that if it is unable to comply with its obligations under this Agreement, the Commitment Letter and the Equipment Loan Agreements, then the Lender will be entitled to immediately commence efforts to enforce its rights under the Amended Commitment Letter, the Equipment Loan Agreements and the Security.

4. The Borrower acknowledges and confirms the demand nature of the Amended Commitment Letter and the Equipment Loan Agreements.

5. The Borrower acknowledges and agrees that by execution of this Agreement:

   (a) it has acknowledged receipt of the Demand; and

   (b) it has waived:

      (i) the protection provided them pursuant to section 244 of the BIA; and

      (ii) any other right to notice or demand from the Lender that they would have had under the Amended Commitment Letter, this Agreement the Equipment Loan Agreements or the Security, or otherwise, provided that the Lender shall forbear from taking steps to enforce under the Security, so as to satisfy payment of the Obligations until the earlier of: (a) the occurrence of a Terminating Event (as defined herein); or (b) the expiration of the Term of Agreement (including any extension thereof).

6. The Borrower acknowledges, confirms and agrees that the Amended Commitment Letter, the Equipment Loan Agreements and the Security (collectively, the "**Documents**") are and shall continue to be in full force and effect and are valid, binding and enforceable against the Borrower, as applicable, and that neither the execution of this Agreement nor any change to the Obligations or any other matter arising herefrom shall in any way affect the continuing effectiveness of the Documents.

7. The Borrower acknowledges, confirms and agrees that all Security now or hereafter held by the Lender in respect of the Amended Commitment Letter and the Equipment Loan Agreements will continue to remain in full force and effect and that all such Security is valid and enforceable in accordance with its terms and shall continue to exist, apply to and secure all of the Obligations of the Borrower. This confirmation is in addition to and shall not limit or derogate from or otherwise affect any provisions of the Security.

8. The Lender will continue to provide access to the Facilities and the Bridge Loan, subject to the terms of the Amended Commitment Letter, the Equipment Loan Agreements and this Agreement, as applicable. Effective as of the effective date of this Agreement, and subject to the amendments contained in section 11(b) hereof, the maximum amount of the Bridge Loan is hereby $500,000.

9. This Agreement is subject to the following conditions:

   (a) the Borrower shall pay the Lender a fee of $20,000 for the additional time incurred and to be incurred, and the costs borne and to be borne, in connection with the administration of the Amended Commitment Letter and the Equipment Loan Agreements and in monitoring performance under this Agreement. The fee will be added to the Obligations and will be fully earned as of the effective date of this Agreement and repayable on the earlier of the date on which all Obligations are indefeasibly paid in full to the Lender or December 31, 2018;

(b) the Borrower will cooperate with the Purchaser and will provide the Purchaser or its representatives with full access to the Borrower's books and records to allow it to complete its due diligence and close the Asset Purchase Transaction;

(c) the Borrower acknowledges and agrees to the engagement of Ernst and Young Inc. ("**EY**") by the Lender and will fully and completely cooperate with EY, provide full and complete information and access to all of the books and records, financial documents and property, including without limitation, all leases, licenses, operating documents and any regulatory filings of the Borrower to EY, as and when required by EY, acting reasonably, so as to allow EY to continue to, among other things, monitor the cash flows of the Borrower and report to the Lender on the status of the Asset Purchase Transaction. The Borrower acknowledges that the continuing engagement of EY does not preclude EY from acting as court-appointed receiver of the assets, undertakings and properties of the Borrower;

(d) all of EY's professional fees that the Lender has incurred and that it will incur in any way in connection with the engagement of EY pursuant to this Agreement, the Amended Commitment Letter or the Equipment Loan Agreements, shall be for the account of the Borrower and the Borrower irrevocably authorizes the Lender to debit its account or to add all such costs to the Borrower's indebtedness to the Lender under the terms of the Amended Commitment Letter, the Equipment Loan Agreements and this Agreement;

(e) the Borrower will execute the form of consent receivership order attached hereto as Schedule "**A**" (the "**Consent Receivership Order**") and hereby provide its consent to the Lender to make any changes, revisions or amendments of any kind to the attached form of Consent Receivership Order, or take any steps, as the Lender, in their sole discretion, deem necessary to allow it to be filed with the Court of Queen's Bench of Alberta (the "**Court**"). The Consent Receivership

Order shall be held in trust by counsel to the Lender and may only be relied upon by the Lender in the event of a Terminating Event, or where the Term of this Agreement expires and is not renewed or otherwise extended by the parties or in accordance with the terms of this Agreement;

(f) the Borrower acknowledges the service of the demand and notice of intention to enforce security by the Lender and the Borrower agrees to waive the 10-day notice period provided under Section 244(2) of the *Bankruptcy and Insolvency Act,* RSC 1985, c B-3;

(g) the Borrower agrees to provide such other security, documents and agreements that the Lender or its legal counsel may reasonably request, if deemed necessary in the discretion of the Lender; and

(h) the Borrower will provide the Lender with immediate notice of the occurrence of any Terminating Event (as defined below).

10. This Agreement is subject to the following conditions precedent:

(a) commencing on or before November 16, 2018, the Borrower shall provide to the Lender and EY an eight (8) week cash flow projection (the "**CF Projection**") in form and content satisfactory to EY; and

(b) no default or Event of Default under the Amended Commitment Letter or the Equipment Loan Agreements shall have occurred and be continuing or shall result from or exist immediately after the coming into effect of this Agreement, including, without limitation, the amendments and supplements to the Commitment Letter and the Equipment Loan Agreements contemplated hereby.

11. Effective the date hereof, the Commitment Letter is amended as follows:

(a) by deleting the references to "1.50%" where it appears in Section 1 under the heading "Credit Facility #1 – Operating Credit Facility (Revolving) - $4,000,000.00" and under the heading "Credit Facility #2 – Operating Credit Facility (Revolving) - $225,000.00" and substituting therefore "4.50%".

(b) to incorporate the Bridge Loan into the Commitment Letter by adding the following new credit facility provisions at the end of Section 1 thereof.

"Credit Facility #5 – Demand Bridge Facility (Non-Revolving) $500,000

- is available by way of Prime-based loans

  - interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 6.00% per annum (the "**Bridge Loan Interest Rate**").

- is available by way of multiple advances on or before the Bridge Maturity Date provided that the initial advance shall be in the principal amount of $138,412.30 (the "**Initial Advance**") and any advances thereafter shall require the prior written authorization of Ernst and Young Inc. ("**EY**"). Unless approved by the EY in writing, any amount not drawn on or before the Bridge Maturity Date will be cancelled and no longer available to the Borrower.

- is to be used, in respect of the repayment of the principal amount of the Initial Advance, and thereafter (subject to the immediately preceding paragraph) for the general corporate purposes of the Borrower, including working capital requirements and capital expenditures in accordance with the CF Projection (as defined in the Forbearance and Commitment Letter Amending Agreement made effective as of November ___, 2018 (the "**Forbearance and Commitment Letter Amending Agreement**").

- may be prepaid in whole or in part at any time without penalty.

- is non-revolving.

- all amounts owing under this Credit Facility (including, for certainty, all outstanding principal amounts, accrued interest, fees, charges and any other amounts payable to the Lender) are payable in full on demand by

Lender but in any event by no later than December 31, 2018 (the "**Bridge Maturity Date**").

- advances shall not be available if the Forbearance and Commitment Letter Amending Agreement has been terminated or the Term of Agreement under that agreement has expired."

12. Effective the date hereof, (a) the 2016 Equipment Loan Agreement is amended by deleting "1.50%" where it appears beside the heading "Prime Rate Margin" thereof and substituting therefor "4.50%" and (b) the 2018 Equipment Loan Agreement is amended by deleting "2.25%" where it appears beside the heading "Prime Rate Margin" thereof and substituting therefor "4.50%";

13. The Borrower has outstanding a Letter of Guarantee (the "**LG**") in the amount of $25,000. The Borrower agrees to either: (a) return the LG to the Lender for cancellation by no later than December 31, 2018; or (b) the Borrower will have to deposit $25,000 into an account with ATB, or in trust with the Lender's legal counsel pending cancellation of the LG, by no later than December 31, 2018, after the LG has been cancelled the $25,000 held by the Lender in accordance with this subsection will be released to the Borrower.

14. The Borrower agrees to the following milestones associated with respect to the Asset Purchase Transaction:

    (a) written confirmation, in form and content satisfactory to the Lender in its sole discretion, that the Purchaser has completed its due diligence on or before November 20, 2018;

    (b) purchase and sale agreement finalized on or before November 26, 2018, to be executed concurrent with closing of the Asset Purchase Transaction; and

    (c) closing and full and indefeasible payment of the Obligations to the Lender on or before December 1, 2018.

15. The Borrower hereby agrees to table a direction to pay (the "**Direction to Pay**") at the closing of the Asset Purchase Transaction (substantially in the form attached hereto as Schedule **"B"**) directing the Purchaser to send funds necessary to satisfy the Obligations directly to ATB Financial as part of the closing of the Asset Purchase Transaction.

16. Throughout the Term of this Agreement, the Borrower shall provide the following information to the Lender and EY on or before the date specified herein:

    (a) commencing on November 16, 2018 and each Friday thereafter, the Borrower shall provide the Lender and EY with a detailed written report on its progress relating to the Asset Purchase Transaction and any other matters relating to the Borrower's operations. Such reports shall be in form and content satisfactory to the Lender in its sole and unfettered discretion;

    (b) commencing November 16, 2018 and each Friday thereafter, the Borrower will provide EY with a rolling update to the CF Projection together with a comparison of actual cash flows in the week prior to those included in the CF Projection; and

    (c) monthly aged receivable and payable listings to be provided to the Lender and EY on or before the end of each month.

17. The Borrower covenants that it will achieve the weekly CF Projection within a $100,000 variance on a cumulative basis and that any breach of this covenant will be subject to a $5,000 fee per week and upon such breach, the Borrower shall pay interest in respect of the Bridge Loan at a rate per annum that is equal to Bridge Loan Interest Rate plus 3.00% per annum for all of the amounts outstanding under Bridge Loan for the entire period that the Bridge Loan remains outstanding.

18. The Borrower shall provide the Lender with immediate notice of any Terminating Events or deterioration in any default that now exists.

19. Notwithstanding anything contained herein, the following constitute Terminating Events under this Agreement:

(a) the Borrower fails to comply with its obligations under this Agreement (including, for certainty, failing to satisfy the requirements of sections 11 to 18 hereof) or commits a further default or Event of Default under the Amended Commitment Letter or the Equipment Loan Agreements;

(b) a receiver, trustee, custodian or similar official is appointed in respect of the Borrower or its assets;

(c) legal proceedings are commenced against the Borrower, which the Lender determines, acting reasonably, to be materially adverse to the Security;

(d) the Asset Purchase Transaction is not completed in accordance with section 13 hereof and the net proceeds thereof applied in accordance with the terms hereof and the Amended Commitment Letter;

(e) any Material Adverse Effect, occurs after the date hereof in the financial condition of the Borrower, or if any step is taken or event should occur that would materially prejudice or jeopardize the Lender's Security, all as determined by the Lender acting reasonably;

(f) any representation, warranty or statement made by or on behalf of the Borrower to the Lender as contained herein or otherwise, is untrue in any material respect at the time when it was made or

(g) if any milestone specified in section 9 hereof is not satisfied before the date specified therein or as same may be amended from time to time.

(each, a "**Terminating Event**")

Upon the occurrence of a Terminating Event, the Lender will immediately cancel or terminate the availability of the Facilities and the Bridge Loan (and, for certainty, this provision shall satisfy the requirement section 13 of the Amended Commitment Letter and section 5.3.2.3 of each Equipment Loan Agreements) and the Lender will be entitled to immediately proceed to take such steps as it may deem appropriate to enforce its rights under this Agreement, the Amended Commitment Letter, the Equipment Loan Agreements or the Security.

20. The Borrower acknowledges, confirms and agrees:

(a) notwithstanding anything contained herein, in the Amended Commitment Letter, the Equipment Loan Agreements or the Security to the contrary, it is hereby acknowledged and agreed that the Lender, by entering in this Agreement, has not, and shall not be deemed to have, waived any default that now exists or may in the future occur under the Amended Commitment Letter, the Equipment Loan Agreements or the Security. The Lender provides notice to the Borrower, that the Lender reserves all of its right at any time to exercise any rights, remedies, power and privileges afforded by law or under the Amended Commitment Letter, the Equipment Loan Agreements and Security with respect to any default that now exists or may in the future occur under the Amended Commitment Letter, the Equipment Loan Agreements or this Agreement. The Lender hereby reserves all of its rights, remedies, powers and privileges afforded by law or under the Amended Commitment Letter, the Equipment Loan Agreements and the Security with respect to any default which may have occurred on or prior to the date hereof;

(b) no waiver by the Lender of any default, breach or non-compliance under this Agreement will be effective unless in writing. No waiver will be inferred from or implied by any failure to act or delay in acting by the Lender in respect of any default, breach or non-observance or by anything done or omitted to be done by the Borrower. No waiver by the Lender will operate as a waiver of any right of the Lender under this Agreement in respect of any subsequent default, breach or non-observance (whether of the same or any other nature);

(c) the Lender hereby provides notice to the Borrower that the Lender reserves its rights at any time to exercise any rights, remedies, power and privileges afforded by law or under the Amended Commitment Letter or the Equipment Loan Agreements with respect to any further default or Event of Default; and

(d) Nothing whatsoever herein, in the Amended Commitment Letter, the Equipment Loan Agreements or the Security shall derogate from, limit or alter (i) the demand nature of the Credit Facilities and all Obligations under or pursuant to the Credit Facilities shall be immediately due and payable upon demand for payment by the Lender and (ii) the ability of the Lender to immediately proceed to take such steps as it may deem appropriate to enforce its rights under this Agreement, the Amended Commitment Letter, the Equipment Loan Agreements or the Security in the event of a Terminating Event or the Term of Agreement expires.

21. In consideration of the Lender agreeing to enter into this Agreement, the Borrower, on its own behalf and on behalf of its respective successors and assigns, remise, release and forever discharge the Lender and its employees, agents, officers, directors, successors and assigns from any and all actions, causes of action, claims, demands, damages, costs and expenses whatsoever at law or in equity which they ever had, now have, or which they shall have against the Lender or its employees, agents, officers, directors, successors and assigns by reason of any manner, cause, or thing whatsoever existing up to the date hereof (the "**Claims**"), provided that this release will not release any person for criminal acts or wilful misconduct. The Borrower will not make any Claims or take any proceedings against any other person, firm, corporation or other legal entity who might claim contribution or indemnity against the Lender in respect of any cause, matter or thing whatsoever arising out of, related to, or in any manner connected with the Claims released herein.

22. This Agreement represents the entire agreement among the parties in respect of the matters provided for in this Agreement, and any changes or variations made to this agreement are only effective if made in writing and signed by all parties.

23. The Lender and the Borrower each acknowledge and agree that if any provision of the Amended Commitment Letter, the Equipment Loan Agreements, this Agreement or any other agreement to which the Lender and the Borrower are parties, conflicts with any provision herein contained, the provisions herein, to the extent of any such conflict shall prevail.

24. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the Courts of the Province of Alberta.

25. All notices required hereunder will be deemed properly provided if sent by facsimile transmission or by electronic mail as follows:

(a) if to the Borrower:

P.O. Box 149
Milk River, Alberta T0K 1M0
Attention: [•]
E-mail: [•]

with a copy to:

North & Company LLP
Attention: Wayne C. Petersen
Facsimile: [•]
E-mail : [•]

(b) if to the Lender:

ATB Place, Suite 2100,
10020 100 Street NW,
Edmonton, AB T5J 0N3

Attention: Travis Wojtowicz, Director Turnaround Assistance Group
Facsimile:
E-mail: twojtowicz@atb.com

with a copy to:

Blake, Cassels & Graydon LLP
Suite 3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Ryan Zahara
Facsimile: (403) 260-9700
E-mail: ryan.zahara@blakes.com

26. Words importing the singular number only, shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutered genders and vice

versa, and words importing person shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

27. The parties hereto will do, perform, execute and deliver all acts, deeds, documents and assurances as may be reasonably necessary from time to time to give full force and effect to the intent of this agreement.

28. Time is of the essence with respect to this Agreement.

29. This Agreement shall enure to the benefit of and be binding upon the parties hereto and the successors and assigns of the parties hereto.

30. This Agreement may be executed in any number of counterparts, by different parties in separate counterparts and by facsimile transmission or PDF, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

31. The Borrower represents, warrants and acknowledges to the Lender that it:

(a) fully understands the terms of this Agreement and the consequences of the execution and delivery of this Agreement;

(b) has been given the opportunity to have this Agreement reviewed by such independent legal counsel as it may wish; and

(c) has entered into this Agreement and executed the same of its own free will and without threat, duress or other coercion of any kind by any person.

32. The Borrower shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.

33. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this

Agreement to produce or account for more than one such counterpart. Such executed counterparts may be delivered by facsimile or other electronic transmission and, when so delivered, shall constitute a binding agreement of the parties hereto.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the 19 day of November, 2018.

ATB FINANCIAL

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

The Borrower:

HUGHSON TRUCKING INC.

Per: ______________________________
Name: Justin Hughson
Title: CEO

I have the authority to bind the corporation.

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

Schedule "A" – Form of Consent Receivership Order

Schedule "B" – Direction to Pay

Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

Ryan Zahara
Dir: 403-260-9628
ryan.zahara@blakes.com

Reference: 81518/158

November ___, 2018

VIA REGISTERED MAIL / HAND DELIVERY

Hughson Trucking Inc.
P.O. Box 149
Milk River, Alberta T0K 1M0

Attention: Justin Hughson

Dear Sir:

Re: Demand for Payment

As counsel to ATB Financial (the "**Lender**"), we hereby advise Hughson Trucking Inc. (the "**Borrower**"), as follows:

1. Capitalized terms used herein have the meanings given to them in the Commitment Letter (defined below) unless otherwise noted.

2. Reference is made to the following:

   (a) a commitment letter (the "**Commitment Letter**") dated January 31, 2018, between the Borrower, as borrower, the Lender, as lender, and Leroy Christian Hughson, Darren James Hughson and Justin Hughson, as guarantors;

   (b) a general security agreement dated May 25, 1999, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (c) a debenture dated May 25, 1999, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (d) an amending agreement/supplemental mortgage dated effective March 30, 2007, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (e) an amending agreement dated effective June 10, 2010, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (f) an amending agreement dated effective July 9, 2013, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (g) an equipment loan and security agreement dated as of January 15, 2016 between the Borrower and the Lender; and

31394855.1

(h) equipment loan and security agreement dated as of February 1, 2018 between the Borrower and the Lender,

The documents referred to in paragraphs 2 (a) through (h) above are collectively referred to as the "**ATB Loan Documents**".

3. Pursuant to the Commitment Letter, each credit facility (the "**Credit Facilities**") under the Commitment Letter is payable in full on demand by the Lender at any time without notice. Accordingly, the Lender hereby demands from the Borrower payment of the full amount outstanding on all the Credit Facilities as at November 5, 2018 in the total amount of **$5,237,183.48**, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the ATB Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the ATB Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the Commitment Letter (collectively, the "**Outstanding Indebtedness**").

4. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft or other immediately payable funds by no later than 5:00 p.m. Calgary time on November ____, 2018, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Borrower under the ATB Security Documents.

5. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Borrower's waiver of the notice period referred to therein if it chooses to permit the same.

Yours truly,

Ryan Zahara
*JR

c: Client

31394855.1

DIRECTION TO PAY

TO: **Tri-Line Carries LP**

AND TO: **ATB Financial**

Reference is made to a forbearance and amending agreement dated November [**9**], 2018 (the "**Forbearance and Amending Agreement**") between Hughson Trucking Inc. ("**Hughson Trucking**") and ATB Financial ("**ATB**"), pursuant to which Hughson Trucking agreed to direct Tri-Line Carries LP (the "**Tri-Line**") to pay certain purchase price funds (the "**Purchase Price Funds**") from any transaction between Hughson Trucking and Tri-Line to ATB to satisfy the entirety of the Obligations (as defined in the Forbearance and Amending Agreement) owing by Hughson Trucking to ATB.

THE UNDERSIGNED, for valuable consideration (the receipt of which is hereby acknowledged), hereby irrevocably authorizes and directs Tri-Line to pay the amount of $_______________ (the "**Payment**") from the Purchase Price Funds directly to ATB. All terms of the Forbearance and Amending Agreement shall remain in full force and effect.

This Direction to Pay is irrevocable and shall be your good and sufficient authority for acting in accordance with the above authorization and direction.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Direction to Pay as of the 19 day of November, 2018.

HUGHSON TRUCKING INC.

Per: ____________________
Name: Justin Hughson
Title: CEO

31394669.1

DIRECTION TO PAY

TO: **Tri-Line Carries LP**

AND TO: **ATB Financial**

Reference is made to a forbearance and amending agreement dated November [**9**], 2018 (the "**Forbearance and Amending Agreement**") between Hughson Trucking Inc. ("**Hughson Trucking**") and ATB Financial ("**ATB**"), pursuant to which Hughson Trucking agreed to direct Tri-Line Carries LP (the "**Tri-Line**") to pay certain purchase price funds (the "**Purchase Price Funds**") from any transaction between Hughson Trucking and Tri-Line to ATB to satisfy the entirety of the Obligations (as defined in the Forbearance and Amending Agreement) owing by Hughson Trucking to ATB.

THE UNDERSIGNED, for valuable consideration (the receipt of which is hereby acknowledged), hereby irrevocably authorizes and directs Tri-Line to pay the amount of $_______________ (the "**Payment**") from the Purchase Price Funds directly to ATB. All terms of the Forbearance and Amending Agreement shall remain in full force and effect.

This Direction to Pay is irrevocable and shall be your good and sufficient authority for acting in accordance with the above authorization and direction.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Direction to Pay as of the ____ day of November, 2018.

HUGHSON TRUCKING INC.

Per:______________________________

Name: Justin Hughson

Title: CEO

SCHEDULE "A"

Clerk's stamp:

COURT FILE NUMBER:	
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY OF HUGHSON TRUCKING INC.
APPLICANT:	ATB FINANCIAL
RESPONDENT:	HUGHSON TRUCKING INC.
DOCUMENT:	**CONSENT RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2nd Street S.W. Calgary, AB T2P 4J8

Attn:	Ryan Zahara/James Reid
Telephone:	403-260-9628/9731
Facsimile:	403-260-9700
Email:	ryan.zahara@blakes.com james.reid@blakes.com
File Ref.:	11111111/111111

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF JUDGE WHO MADE THIS ORDER:

LOCATION OF HEARING: Calgary Courts Centre, Justice Chambers

UPON the application of ATB Financial (the "**Lender**") in respect of Hughson Trucking Inc. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of ____________;

AND UPON reading the consent of Ernst & Young Inc. LIT ("**EY**") to act as receiver and manager ("**Receiver**") of the Debtor, filed;

AND UPON noting the consent endorsed hereon of the Debtor;

AND UPON hearing counsel for the Lender and other interested parties in attendance; **IT IS HEREBY ORDERED AND DECLARED THAT**:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), EY is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;

   (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

   (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $150,000, provided that the aggregate consideration for all such transactions does not exceed $250,000; and

    (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 shall not be required.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property

subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("**WEPPA**").

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the

Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests,

trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

18. The Receiver and its legal counsel shall pass their accounts from time to time.

19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.

27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its 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 agents in carrying out the terms of this Order.

29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

Form 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244 of the Bankruptcy and Insolvency Act)

TO: HUGHSON TRUCKING INC., an insolvent person (the "**Debtor**")

Take notice that:

1. ATB Financial (the "**Lender**"), pursuant to a commitment letter (the "**Commitment Letter**") dated January 31, 2018, between the Debtor, as borrower, the Lender, as lender, and Leroy Christian Hughson, Darren James Hughson and Justin Hughson, as guarantors (the "**Commitment Letter**"), intends to enforce its security on all of the Debtor's present and after-acquired assets, property (both real and personal) and undertakings, as more particularly described in the Security (as defined below).

2. The security that is to be enforced is in the form of the following:

   (a) a general security agreement dated May 25, 1999, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (b) a debenture dated May 25, 1999, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (c) an amending agreement/supplemental mortgage dated effective March 30, 2007, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (d) an amending agreement dated effective June 10, 2010, from the Borrower in favour of the Lender (then Alberta Treasury Branches);

   (e) an amending agreement dated effective July 9, 2013, from the Borrower in favour of the Lender (then Alberta Treasury Branches),

   (f) an equipment loan and security agreement dated as of January 15, 2016 between the Borrower and the Lender; and

   (g) equipment loan and security agreement dated as of February 1, 2018 between the Borrower and the Lender,

   (collectively, the (a) through (g) above are referred to as the "**Security**").

3. The total amount of indebtedness secured by the Security is in the amount in the total amount of $________________, plus all accrued interest and all legal and professional fees, costs, charges, disbursements and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Commitment Letter, the Security, or any other document relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Commitment Letter and the Security.

4. The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this ____ day of November, 2018.

BLAKE, CASSELS & GRAYDON LLP, Agents and Solicitors for the Lender

per:____
Name: James Reid
Title: Barrister and Solicitor

WAIVER

HUGHSON TRUCKING INC. hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and consents to the immediate enforcement by the Lender of the Security described above.

DATED at Calgary, Alberta this 19 day of November, 2018.

HUGHSON TRUCKING INC.

By:
Name: Justin Hughson
Title: CEO

EQUIPMENT LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is dated as of the 15th day of JANUARY, 2016.

BETWEEN:

ALBERTA TREASURY BRANCHES (the "**Creditor**")		HUGHSON TRUCKING INC. (the "**Debtor**")
Address: Suite 600, 585 - 8th AVE SW Calgary, AB T2P 1G1 Attention: Jori Dean Tel. No: 403-974-3564	- and -	Address: P.O. BOX 149 MILK RIVER, AB T0K 1M0 Attention: JUSTIN HUGHSON Tel. No: 403-647-2244

SUMMARY OF MAJOR TERMS

Equipment Description:

Year	Make	Model	Description	Serial Number
			SEE ATTACHED SCHEDULE A	

Location of Equipment:

AB

Equipment Financing Details:

<table>
<tr><td>1. Amount to be Financed</td><td colspan="2">$1,600,000.00</td><td colspan="2">2. Term (in months)</td><td>48</td></tr>
<tr><td>3. Monthly Payment Date</td><td colspan="2">30 DAYS AFTER FUNDING</td><td colspan="2">4. First Payment Date</td><td>30 DAYS AFTER FUNDING</td></tr>
<tr><td>5. Payment Amount</td><td colspan="2">$36,269.86</td><td colspan="2">6. Variable or Fixed Interest</td><td>VARIABLE</td></tr>
<tr><td rowspan="4">7. Annual Interest Rate</td><td rowspan="2">Fixed</td><td colspan="2">Government of Canada Year Bond Rate as at the day of , 20</td><td>%</td><td rowspan="2">%</td></tr>
<tr><td colspan="2">Fixed Rate Margin</td><td>%</td></tr>
<tr><td rowspan="2">Variable</td><td colspan="2">ATB Prime Rate</td><td>2.70%</td><td rowspan="2">4.20%</td></tr>
<tr><td colspan="2">Prime Rate Margin</td><td>1.50%</td></tr>
<tr><td>8. Fee Due At Disbursement</td><td colspan="5">$3,200.00</td></tr>
<tr><td>9. Additional Provision(s)</td><td colspan="5">NOT APPLICABLE</td></tr>
</table>

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE A

THIS SCHEDULE is dated as of the 15th day of JANUARY, 2016, pursuant to the terms of the Equipment Loan and Security Agreement between Creditor and Debtor dated as of the 15th day of JANUARY, 2016.

EQUIPMENT DESCRIPTION:

Year	Make	Model	Description	Serial Number
2013	PETERBILT	388	TRUCK	1XPWDP9X4DD212257
2013	PETERBILT	388	TRUCK	1XPWDP9X0DD212255
2013	PETERBILT	388	TRUCK	1XPWDP9X5DD212249
2013	PETERBILT	388	TRUCK	1XPWDP9X1DD212250
2013	PETERBILT	388	TRUCK	1XPWDP9X7DD212253
2013	PETERBILT	388	TRUCK	1XPWDP9X9DD212254
2014	PETERBILT	388	TRUCK	1XPWDP9X3ED230816
2014	PETERBILT	388	TRUCK	1XPWDP9X7ED230818
2014	PETERBILT	388	TRUCK	1XPWDP9X5ED230820
2014	PETERBILT	388	TRUCK	1XPWDP9X7ED230821
2014	PETERBILT	388	TRUCK	1XPWDP9X0ED230823
2014	PETERBILT	388	TRUCK	1XPWDP9X4ED230825
2014	PETERBILT	388	TRUCK	1XPWDP9X9ED230819
2014	PETERBILT	388	TRUCK	1XPWDP9X9ED230822
2014	PETERBILT	388	TRUCK	1XPWDP9X2ED230824

SIGNATURES:

Per: **ALBERTA TREASURY BRANCHES**
Name: JORI DEAN
Title: RELATIONSHIP MANAGER

Per: **HUGHSON TRUCKING INC.**
Name: JUSTIN HUGHSON
Title: DIRECTOR

Per: **ALBERTA TREASURY BRANCHES**
Name:
Title:

Per:
Name:
Title:

ATB Equipment Finance

ATB Financial™

Form # 971

*-ADDITIONAL PROVISIONS:

1. Interpretation

1.1. Definitions

1.1.1. The defined terms used shall be interpreted pursuant to their respective meanings as defined herein. And, unless otherwise defined in this Agreement, all terms used in this Agreement that are defined within the *Personal Property Security Act* of the Province of Alberta (the "**P.P.S.A.**") will have the meanings provided to those terms in the P.P.S.A.

1.1.2. "**Affiliate**" means an affiliate as that term is defined in the *Canada Business Corporations Act.*

1.1.3. "**Agreement**" means this equipment loan and security agreement as the same may be amended, supplemented or restated from time to time and all associated ancillary documents.

1.1.4. "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

1.1.5. "**ATB Prime Rate**" means a fluctuating interest rate per annum, in effect at any time, which is the interest rate per annum announced and adjusted at any time by the Creditor as its reference rate then in effect for determining interest rates on commercial loans made by it in Canada, the initial rate for which is set out in the Annual Interest Rate section of the Summary of Major Terms.

1.1.6. "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

1.1.7. "**Collateral**" is defined in Section 3.4.

1.1.8. "**Communication**" means any notice, demand, request, consent, approval, or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.9. "**Creditor**" is defined above.

1.1.10. "**Debtor**" is defined above.

1.1.11. "**Default**" is defined in Section 5.2.

1.1.12. "**Encumbrances**" means all security interests, mortgages, liens, claims, taxes, assessments, charges, or other encumbrances.

1.1.13. "**Equipment**" means the equipment listed in the Equipment Description section of the Summary of Major Terms and all proceeds thereof.

1.1.14. "**Fixed Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the Government of Canada Bond Rate on the day of this Agreement.

1.1.15. "**Governmental Authority**" means:

1.1.15.1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

1.1.15.2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.16. "**Government of Canada Bond Rate**" means the Government of Canada bond rate for the period of time as set out in the Annual Interest Rate section of the Summary of Major Terms and as of the date set out in the Annual Interest Rate section of the Summary of Major Terms;

1.1.17. "**GST**" means Goods and Services Tax as defined in the *Excise Tax Act* (Canada) or in any legislation in replacement thereof.

1.1.18. "**Indebtedness**" means all obligations, indebtedness and liabilities of the Debtor to the Creditor (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety.

1.1.19. "**Insurance**" is defined in Section 6.1.

1.1.20. "**Interest Rate Differential**" means the Creditor's lost potential interest earning on the payments under Section 3.2 calculated by taking the Lost Earnings Rate and multiplying it by the amount that the Debtor prepays.

1.1.21. "**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise, and all interest, punitive damages, fines, penalties and professional fees and disbursements, including legal costs on a solicitor and its own client basis.

1.1.22. "**Lost Earnings Rate**" is the difference between:

1.1.22.1. The Creditor's interest rate loan funding cost at the date of the funding of this Agreement, as evidenced by a notice of completion provided to the Debtor by the Creditor; and

1.1.22.2. The Creditor's interest rate loan funding cost at the time of prepayment

as determined by the Creditor.

1.1.23. "**Material Adverse Effect**" means a material adverse effect on:

1.1.23.1. the business, financial condition, operations, property, assets or undertaking of the Debtor;

1.1.23.2. the ability of the Debtor to repay amount owing hereunder in accordance with the terms of this Agreement or as they become due;

1.1.23.3. the validity or enforceability of this Agreement or any Security Interest granted by the Debtor to the Creditor pursuant hereto or in connection herewith; or

1.1.23.4. the priority ranking of any of the Security Interests granted by the Debtor to the Creditor pursuant hereto or in connection herewith.

1.1.24. "**Parties**" means the Creditor and the Debtor, collectively, and "**Party**" means either of them.

1.1.25. "**Person**" shall be broadly interpreted and includes:

1.1.25.1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3. a Governmental Authority.

1.1.26. "**Prime Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the ATB Prime Rate on the day of this Agreement.

1.1.27. "**Representatives**" means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

1.1.28. "**Security Interest**" means a continuing security interest by way of mortgage, charge, assignment, and transfer.

1.2. Certain Rules of Interpretation

1.2.1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.

1.2.4. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.2.5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3. Governing Law; Submission to Jurisdiction

1.3.1. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.3.2. Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

1.3.2.1. irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

1.3.2.2. irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 1.3.2.2, of the substantive merits of any suit, action or proceeding; and

to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

1.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there shall be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1.5. Action on a Non-Business Day

Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made or action is to be taken on the next Business Day.

1.6. Currency

Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

2. Representations and Warranties

Each Party represents and warrants in favour of the other Party as follows:

2.1. no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;

2.2. it has the full power and authority to conduct its business, own its properties, and to execute, deliver, and perform all its obligations as detailed in this Agreement;

2.3. to the best of its knowledge, all information furnished in respect of this Agreement is materially accurate and complete;

2.4. as necessary, it is duly incorporated or created and is validly existing and qualified to carry on business in a province of Canada and in each jurisdiction in which it carries on material operations or owns material property;

2.5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do and shall not breach or result in a default under:

2.5.1. any laws, statutes or regulations to which it is subject;

2.5.2. any contract or covenant by which it is bound; or

2.5.3. the constating documents of the Debtor (including, to the extent applicable, any articles, by-laws, partnership agreement, limited partnership agreement or unanimous shareholder agreement to which the Debtor is subject);

2.6. to the best of its knowledge, there is no provision in any agreement to which it is a party, nor any judgment, decree or order of any court binding on it, which would be contravened by the execution and delivery of this Agreement; and

2.7. there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which would reasonably be expected to have a Material Adverse Effect.

3. Terms of the Loan

3.1. Upon the execution of this Agreement, the Creditor shall provide to the Debtor, any designees of the Debtor, or any combination thereof, a lump sum amount equal to the Amount to be Financed as set out in the Summary of Major Terms.

3.2. The Debtor shall make payments to the Creditor in the amounts, form, and manner set out in the Summary of Major Terms, and as further given meaning by any other section of this Agreement, and any additional reasonable out-of-pocket expenses, including:

3.2.1. legal fees and disbursements on a solicitor and its own client basis incurred in connection with the negotiation, preparation, and execution of this Agreement and the registration of the Security; the enforcement of this Agreement, including the items described more fully in Section 5.3.3;

3.2.2. the administration, periodic review, modification, amendment of this Agreement; any waiver, inspection, verification, or appraisal of the Equipment under this Agreement; any increased costs to Creditor as a result of change in any law or regulation, including the items described more fully in Section 7.1.2; and

3.2.3. any other costs and expenses incurred in connection with establishing, exercising or preserving Creditor's rights or remedies under this Agreement.

3.3. No payment under Section 3.2 may be cancelled, netted, or otherwise set off against any amount owing from the Creditor to the Debtor.

3.4. As continuing and collateral security for payment and performance of all Indebtedness, and for value received, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Creditor a Security Interest in the Equipment and all personal property derived directly or indirectly from any dealing with the Equipment, including, without limiting the generality of the foregoing, all goods, intangibles, money, documents of title, chattel paper, instruments, investment property and security interests and renewals, replacements, additions, substitutions thereof, parts, accessories, attachments and accessions thereto (collectively, the "**Collateral**") and shall provide all requested authorization and cooperation to the Creditor in the registration, perfection, and maintenance of the Security Interest in the Collateral. Subject to any applicable requirements of the P.P.S.A., all money collected or received by the Creditor pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Creditor deems best or, at the option of the Creditor, may be released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Creditor hereunder, and any surplus shall be accounted for as required by Applicable Law. The Security Interest granted by this Agreement secures payment and performance of the Indebtedness. The grant by the Debtor of the Security Interest in the Collateral to the Creditor in no way shall limit or restrict the rights and remedies of the Creditor to collect and enforce collection from the Debtor of any of the Indebtedness, and the Creditor shall not be required or obligated to enforce its rights or remedies under this Agreement before enforcing collection. When the Indebtedness and the granting of a Security Interest by the Debtor gives rise to a purchase-money security interest (as defined by the P.P.S.A. or any other Applicable Law) in and for the Equipment (or any part thereof), the Debtor does, without limitation, grant to the Creditor a purchase-money security interest in the Equipment in accordance with the P.P.S.A. or any other Applicable Law. The Debtor hereby waives any right it may have to receive a financing statement, financing change statement or verification statement relating to this Agreement.

3.5. The Debtor may, over the course of this Agreement and when not in Default, pay its obligations before they come due on the following terms:

3.5.1. If the type of interest chosen, as further described in Section 4, is fixed, any prepayment shall count first toward a fee equal to the greater of the total interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment and the Interest Rate Differential;

3.5.2. If the type of interest chosen, as further described in Section 4, is variable, any prepayment shall count first toward a fee equal to the total of interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment;

3.5.3. Any prepayment in excess of the amount contemplated in Section 3.5.1 or 3.5.2, as applicable, shall then be applied to the principal amount owing, which shall be calculated by the Creditor based on the Summary of Major Terms; and

3.5.4. Any amount that has been prepaid under Section 3.5.3 shall be applied in inverse order of maturity.

3.6. The Debtor authorizes the Creditor to debit the Debtor's account in payment of any obligations under Section 3.2 using the information provided in ATB Pre-Authorized Debit Agreement (Form 20880) and recognizes that such payments shall be solely for business purposes. The Debtor acknowledges that the debit amount disclosed in ATB Pre-Authorized Debit Agreement (Form 20880) may be adjusted by the Creditor for reasons including:

3.6.1. A change in the applicable interest rate;

3.6.2. Any agreement or arrangement between the Creditor and the Debtor for a revised payment amount; and

3.6.3. Any direction Debtor provides to Creditor requesting Creditor issue a debit in a different amount.

The Debtor agrees to waive the Canadian Payments Association Pre-Notification requirements in respect of all debits drawn under this Section 3.6. The Debtor further agrees that in the event that a payment is dishonoured by the Debtor's financial institution, the Creditor shall be entitled to issue another debit in substitution for the payment and the Creditor shall be under no liability whatsoever with regard to the dishonoured debit. Any payment made under this Section 3.6 shall be treated as if the Debtor had issued a cheque to the Creditor for the amount specified, which shall mean that the financial institution is not required to verify that a pre-authorized debit has been issued in accordance with Debtor's instructions or that any pre-condition to payment has been satisfied.

3.7. The Debtor shall not be entitled to any funds under this Agreement until the following items have been provided to the Creditor and are to the Creditor's satisfaction:

3.7.1. Corporate records of the Debtor or any Affiliate, as applicable;

3.7.2. Resolution of the directors of the Debtor authorizing the entering into of this Agreement and the loan and security documentation contemplated hereby, and the performance by the Debtor of its obligations hereunder and thereunder;

3.7.3. Security as further described in Section 3.4;

3.7.4. An insurance policy certificate as further described in Sections 6.1 and 6.2; and

3.7.5. Any other documentation that the Creditor may reasonably require to protect its security interest.

4. Interest

4.1. The Debtor shall pay interest to the Creditor on all amounts outstanding under Section 3.2 at any time in the type, fixed or variable, described in the Summary of Major Terms.

4.1.1. If the type chosen is fixed, Annual Interest Rate shall be equal to the sum of the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.16) and the Fixed Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by this Agreement including any notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2 at the interest rate stated in the Summary of Major Terms. The Creditor will provide the Debtor with a notice of completion outlining the fixed Annual Interest Rate in the event the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.16) either increases or decreases from the Government of Canada Bond Rate.

4.1.2. If the type chosen is variable, the Annual Interest Rate shall be equal to the sum of the ATB Prime Rate as of the date of funding and the Prime Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by a notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2. Changes in the ATB Prime Rate shall cause an immediate adjustment of the Annual Interest Rate applicable to all amounts outstanding under Section 3.2 without the necessity of any notice to the Debtor. The Creditor will provide the Debtor with a notice of completion outlining the variable Annual Interest Rate in the event the ATB Prime Rate as at the date of funding (notwithstanding the date provided in the definition of ATB Prime Rate in Section 1.1.5) either increases or decreases from the ATB Prime Rate.

4.2. Notwithstanding the Payment Amount in the Summary of Major Terms, the Payment Amount shall be calculated on the date of funding, as evidenced by a notice of completion provided to the Debtor by the Creditor, based on the Annual Interest Rate as determined in Section 4.1.

4.3. In the event that any amount outstanding under Section 3.2 is not paid as it becomes due, the interest calculated and compounded on this amount shall be set at the Annual Interest Rate plus an additional 10% per annum, but otherwise shall follow the procedure set out in Section 4.1.

5. Duration, Default, and Termination

5.1. Duration

The duration of this Agreement shall begin on the date of this Agreement's execution. The duration of this Agreement shall end on the date of the discharge of the Debtor's final obligation under Section 3.2 of this Agreement.

5.2. Default

Each of the following shall be a default of the Debtor's obligations to the Creditor (a "**Default**") under this Agreement:

5.2.1. The Debtor fails to pay when due any amount payable hereunder;

5.2.2. The Debtor fails to comply with, observe, or perform any obligation, covenant, or agreement in this Agreement;

5.2.3. The Debtor or any guarantor to this Agreement becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for the Debtor or any guarantor to this Agreement or a substantial part of the Debtor's or any guarantor to this Agreement's assets, or bankruptcy, reorganization, or insolvency proceedings are instituted by or against the Debtor or any guarantor to this Agreement;

5.2.4. The Debtor attempts to abandon, remove from Canada for a period of greater than thirty (30) consecutive days, sell, rent, encumber, or lease the Equipment or any part thereof, or any item of the Equipment becomes subject to a lien without the express written consent of the Creditor;

5.2.5. The Creditor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by the Debtor under this Agreement is or is about to be impaired or the Equipment is or is about to be placed in jeopardy;

5.2.6. The Debtor experiences a Material Adverse Effect;

5.2.7. The Debtor defaults in the observance or performance of any covenant, condition or obligation contained in any credit agreement between the Debtor and any Person;

5.2.8. Except with the prior written consent of the Creditor, there is any change in the ownership of the shares of the Debtor, or the Debtor amalgamates, merges or consolidates with any other Person, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business; or

5.2.9. Any statement, representation or warranty heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Creditor to advance any funds to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or un-liquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such representation, statement or warranty, which change shall reasonably be expected to have a Material Adverse Effect.

5.3. Termination

5.3.1. Joint Termination

The Parties may, upon mutual written consent, terminate this Agreement at any time.

5.3.2. Creditor's Option to Terminate

The Creditor may, in its sole discretion, terminate this Agreement in:

5.3.2.1. The event of a Default;

5.3.2.2. The event of the loss, material damage, destruction, confiscation, or theft of the Equipment; or

5.3.2.3. Upon ten days' written notice to the Debtor.

5.3.3. Consequences of Termination

5.3.3.1. Upon termination of this Agreement, the Creditor may, in its sole discretion, to the extent permitted and in conformity with Applicable Law, do any one or more of the following:

5.3.3.1.1. Demand the surrender of the Equipment by the Debtor to the Creditor;

5.3.3.1.2. Without demand or legal process, enter the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or damage to property or otherwise;

5.3.3.1.3. Sell or lease the Equipment at a public or private sale on such terms and notice as Creditor shall deem reasonable;

5.3.3.1.4. Demand the immediate payment of all amounts outstanding under Section 3.2 of this Agreement and a prepayment fee under Section 3.4 of this Agreement on the amount being demanded; or

5.3.3.1.5. Exercise any other right or remedy available to Creditor under Applicable Law or proceed by court action to enforce the terms of this Agreement (including the rights of a secured creditor in respect of the Security Interest constituted hereby) or to recover damages or expenses resulting from the breach of this Agreement.

5.3.3.2. Debtor waives all claims for damages against Creditor arising out of the repossession, voluntary surrender, removal, or disposition of the Equipment; and

5.3.3.3. Debtor shall be liable for and shall pay to Creditor all legal fees on a solicitor and its own client basis, administrative fees, and other costs incurred by Creditor in respect of exercising Creditor's remedies under Sections 5.3.3.1.1, 5.3.3.1.2, 5.3.3.1.3, 5.3.3.1.4, and 5.3.3.1.5.

6. Obligations and Responsibilities of the Debtor

6.1. As reasonably required by Creditor, insure and maintain insurance on the Equipment for the greater of the Equipment's full replacement value and the total outstanding obligations under Section 3.2 of this Agreement during the duration as described under Section 5.1 of this Agreement (the "**Insurance**"). The Insurance shall be primary and non-contributory insofar as concerns the Creditor's insurance program. Without limiting the foregoing, the Insurance must contain the following terms:

6.1.1. In the event of a cancellation of the Insurance, the provider of the Insurance must notify the Creditor in writing at least 30 days in advance of the cancellation of the Insurance;

6.1.2. Endorsements that protect the Debtor from financial exposure due to environmental liability issues including hazardous material handling. If the Debtor has other potential environmental exposure, the Debtor must carry appropriate coverage for that exposure;

6.1.3. Commercial general liability coverage insurance covering bodily injury or property damage to third parties caused by the Equipment, under which the Creditor is included as additional insured, with a minimum limit of insurance of $2,000,000;

6.1.4. Property insurance covering the Equipment from physical damage or loss, under which the Creditor is included as first loss payee;

6.2. Provide to the Creditor a certificate or policy of insurance for the Insurance indicating:

6.2.1. The Creditor's name and address;

6.2.2. The insurer's name and address;

6.2.3. A description of the Equipment including make, model, and serial number;

6.2.4. The amount for which each piece of Equipment is insured and every deductible generally and for every Equipment. In the event that it is not possible for the Insurance to list each Equipment individually, the Creditor may, in its sole discretion, accept blanket insurance coverage;

6.2.5. The effective date of the Insurance; and

6.2.6. The expiry date of the Insurance.

6.3. Assume all risk of loss, damage to, or destruction, theft, or confiscation of the Equipment, including:

6.3.1. the acceptance that the Creditor is under no obligation to replace the Equipment in the aforementioned circumstances; and

6.3.2. the responsibility to notify the Creditor in writing if the Equipment is lost, damaged, destroyed, or confiscated.

6.4. Maintain and repair the Equipment, pay all operating expenses for the Equipment, and keep the Equipment in good operating condition and appearance in accordance with manufacturer's service requirements and warranties at Debtor's expense.

6.5. Observe the following rules in connection with the use of the Equipment:

6.5.1. Keep the Equipment in good condition so as to continuously and fully comply with the requirements of all Governmental Authorities;

6.5.2. Replace any part of the Equipment that becomes worn out, lost, stolen, destroyed, or otherwise rendered permanently unfit or unavailable with replacement and substitute parts and accessories that are original equipment from the manufacturer of the Equipment, or from commercially reputable providers with similar or superior value, serviceability, and warrant;

6.5.3. Keep the Debtor's business located, under the deemed location rules of Section 7(1) of the P.P.S.A., in Canada;

6.5.4. Not remove the Equipment from Canada except in the ordinary course of business;

6.5.5. Not remove the Equipment from Canada for a period of greater than 30 consecutive days;

6.5.6. Not operate the Equipment in, or permit the Equipment to be operated in, any jurisdiction not listed in the "Location(s) of Equipment" section of the Summary of Major Terms, for a period of greater than 30 consecutive days without the prior written consent of the Creditor; and

6.5.7. Not allow the Equipment to be employed, used or otherwise engaged for consumer, household, or personal use, or in any way that, in the view of the Creditor, is not the intended and conventional use of the Equipment.

6.6. Permit a representative of the Creditor at any time to inspect the Equipment and permit entrance into any location where the Equipment may be situated and the Debtor shall pay the Creditor's expenses incurred in this regard;

6.7. Notify the Creditor in writing upon the occurrence of any Material Adverse Effect.

6.8. Provide to the Creditor, on the date noted at the beginning of this Agreement, documentation in a form satisfactory to the Creditor indicating that the Equipment is owned by the Debtor and is free of all Encumbrances other than any permitted Encumbrances set forth in this Agreement (or in any equipment security agreement taken from the Debtor by the Creditor in connection herewith);

6.9. Defend the Equipment against the claims and demands of all other parties claiming the same or an interest therein;

6.10. Notify the Creditor in writing immediately of:

6.10.1. any change in the information contained and provided herein or in the schedules hereto relating to the Debtor, the Debtor's affairs, or the Equipment; and

6.10.2. the details of any claims or litigation affecting the Equipment or which would reasonably be expected to have a Material Adverse Effect;

6.10.3. the return to, or repossession by the Debtor of any of the Equipment;

6.11. Provide to the Creditor all requested information on accrual, notice of, and payment of any taxes or other remittances with regard to the Equipment;

6.12. Pay all obligations and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Equipment as and when they become due and payable and provide the Creditor all information as the Creditor deems necessary to show payment of all of the obligations and other charges in this subsection;

6.13. Agree that the Creditor, in its sole discretion may pay or satisfy any Encumbrance created in respect of any Equipment or any sum necessary to be paid to clear title to such Equipment, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the Annual Interest Rate;

6.14. Prevent the Equipment from being or becoming an accession or fixture to other property not covered by this Agreement;

6.15. Deliver to the Creditor from time to time promptly upon request:

6.15.1. any documents of title, instruments, investment property and chattel paper constituting, representing or relating to the Equipment;

6.15.2. all files, books and all records, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Equipment or copies thereof for the purpose of inspecting, auditing or copying the same; and

6.15.3. such other information concerning the Equipment, the Debtor and the Debtor's affairs as the Creditor may reasonably request;

6.16. Provide, to the Creditor, annual financial statements of the Debtor, any Affiliates of the Debtor and any guarantors to this Agreement, each in a form satisfactory to the Creditor, within 120 days of the applicable entity's fiscal year end. The Creditor, acting in a commercially reasonable manner, reserves the right to request audited financial statements.

6.17. Not make any change to Debtor's primary business activity without the Creditor's express prior written consent.

6.18. Perform the following actions pertaining to tax compliance:

6.18.1. Pay and remit all sums when due to tax and other governmental authorities including any sums in respect of employees, and provide proof to Creditor upon request;

6.18.2. Provide Creditor with such information and documentation as Creditor may require from time to time in respect of the collection and payment of GST or any applicable harmonized sales tax, as the case may be, including information concerning the amount of taxable supplies, GST or any applicable harmonized sales tax, as the case may be, collected, input tax credits received and GST or any applicable harmonized sales tax, as the case may be, paid during each reporting period; and

6.18.3. Forward to Creditor a copy of any GST or any applicable harmonized sales tax, as the case may be, election forms filed with Canada Revenue Agency upon request.

6.19. Perform all other obligations to be performed under this Agreement.

7. Indemnification, Limitation of Liability

7.1. Debtor's Indemnification of Creditor

7.1.1. The Debtor shall and does indemnify the Creditor and its Affiliates and their Representatives for any Loss which may be incurred by the Creditor arising out of any misrepresentation, failure to perform or breach of this Agreement by the Creditor and its Affiliates and their Representatives or arising from any claim of product liability or any similar claim relating to the quality of the Equipment or an alleged defect or deficiency in the Equipment or relating to the operation of the Debtor's business, to the extent that the claim relates directly or indirectly to any matter within the control of the Debtor.

7.1.2. The Debtor also shall and does indemnify the Creditor and its Affiliates and their Representatives for any Loss that may occur due to any introduction of, change in, or implementation of any Applicable Law that:

7.1.2.1. Subjects the Creditor to any tax, changes the basis of taxation of payments due to the Creditor, or increase in any existing tax on payments of principal, interest, or other amounts payable by the Debtor to the Creditor under this Agreement;

7.1.2.2. Imposes, modifies, or deems applicable any reserve, special deposit, capital adequacy, regulatory, or similar requirement against assets or liabilities held by the Creditor, or deposits of or for the account of the Creditor, or loans by the Creditor, or any other acquisition of funds for loans by the Creditor, or commitments by the Creditor to fund loans or obligations of the Creditor in respect of bankers' acceptances accepted by such Creditor; or

7.1.2.3. Imposes on the Creditor any other condition with respect to this Agreement.

The applicability of this Section 7.1.2 shall be at the sole discretion of the Creditor acting reasonably.

7.2. Disclaimer and Release

To the maximum extent permitted by any Applicable Law, and except as otherwise set out expressly in this Agreement, the Debtor waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Creditor and all other remedies, rights and claims against the Creditor, arising by law, statute or otherwise, with respect to the Equipment, including any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, and any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Creditor (whether active, passive or imputed). No claims of any kind, whether as to materials delivered or for non-delivery of materials from the Creditor, and whether arising in tort or contract, shall be greater in amount than the purchase price of the Equipment in respect of which such damages are claimed.

8. Assignment

8.1. Debtor unconditionally agrees that Creditor may assign all or part of its interest in the Agreement, Debtor's payments, and the Equipment to others without notice to or consent of the Debtor.

8.2. Debtor consents to the dissemination, for the purposes of an assignment, to any assignee of any confidential information given to the Creditor or any assignees.

8.3. Debtor acknowledges that it may not assign this Agreement under any circumstance.

9. Know Your Client & Anti-Money Laundering Provisions

9.1. The Debtor recognizes and accepts that the Creditor shall take all necessary steps to comply with all Applicable Law and internal policies on issues characterized as know your client or anti-money laundering issues.

9.2. The Debtor consents to provide all necessary information and undertakes to engage in all necessary action, at its own expense, to assist the Creditor with the Creditor's compliance under Section 9.1.

10. General

10.1. Third Party Indemnification

To ensure that the indemnities provided by the Debtor to the Creditor's and its Affiliates and their Representatives are enforceable, it is agreed by the Parties that the Creditor is acting as agent for those Persons with respect to the indemnities intended to be given to those Persons under this Agreement. The Creditor agrees that it shall hold any right to indemnification that any of those Persons is intended to have under this Agreement in trust for them and that funds received by the Creditor in respect of any claims by any of those Persons shall be held in trust for those Persons.

10.2. Relationship Between the Parties

The Creditor and the Debtor are independent contractors. This Agreement does not constitute the Creditor and the Debtor as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose. The Debtor agrees to defend, indemnify, and hold Creditor harmless from and against any and all claims or third parties that would not have arisen but for an act or omission by the Debtor that is contrary to the above-acknowledged relationship or any other term of this Agreement.

10.3. Notices

Any Communication must be in writing and either:

10.3.1. Delivered personally or by courier; or

10.3.2. Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as listed in the recitals or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 10.3. Any Communication delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication shall be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 6 pm (local time of the recipient), the Communication shall be deemed to have been given or made and received on the next Business Day.

10.4. Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, shall not affect:

10.4.1. the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

10.4.2. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.5. Privacy

Creditor may collect, use, and disclose Debtor's personal information in accordance with law. A copy of Creditor's "Collection, Use, and Disclosure" brochure can be obtained from any of Creditor's branches and a copy of Creditor's complete privacy code may be obtained from www.atb.com or at any of Creditor's branches.

10.6. Conduct of Parties

All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

10.7. Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

10.8. Succession

This Agreement shall apply to and bind the Debtor's heirs, executors, liquidators, administrators, successors, and assigns and shall enure to the benefit of and be enforceable by Creditor, its successors and assigns.

10.9. Further Assurances

Each Party shall, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 10.9, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under Applicable Law.

10.10. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument, but the party delivering such facsimile or other electronic copy shall deliver an original copy of this Agreement as soon as reasonably possible after delivery of the facsimile or other electronic copy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**HUGHSON TRUCKING INC.**
Name:	JORI DEAN	Name:	JUSTIN HUGHSON
Title:	RELATIONSHIP MANAGER	Title:	DIRECTOR

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _________________, 2018. X

BETWEEN:

ALBERTA TREASURY BRANCHES (the "**Creditor**")	- and -	**HUGHSON TRUCKING INC.** (the "**Debtor**")
Address: Suite 600, 585 - 8th AVE SW Calgary, AB T2P 1G1 Attention: Danilo Terra Tel. No: 403-974-3564		Address: PO BOX 149 MILK RIVER, AB T0K 1M0 Attention: JUSTIN HUGHSON Tel. No: 403-647-2244

SUMMARY OF MAJOR TERMS

Equipment Description:

Year	Make	Model	Description	Serial Number
			PLEASE SEE ATTACHED SCHEDULE A	

Location of Equipment:

AB, BC

Equipment Financing Details:

1. Amount to be Financed	$500,000.00		2. Term (in months)	36	
3. Monthly Payment Date	30 DAYS AFTER FUNDING		4. First Payment Date	30 DAYS AFTER FUNDING	
5. Payment Amount	$16,881.49		6. Variable or Fixed Interest	VARIABLE	
7. Annual Interest Rate	Fixed	Government of Canada Year Bond Rate as at the day of , 20		%	%
		Fixed Rate Margin		%	
	Variable	ATB Prime Rate		3.45%	5.70%
		Prime Rate Margin		2.25%	
8. Fee Due At Disbursement	$2,500.00				
9. Additional Provision(s)	PLEASE SEE ATTACHED SCHEDULE B				

Initial X

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE A

THIS SCHEDULE is dated as of the _____ day of ____________________, 2018, pursuant to the terms of the EQUIPMENT LOAN AND SECURITY AGREEMENT between Creditor and Debtor dated as of the _____ day of ________________, 2018.

X
X

YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
2008	TALBERT	HEAVY HAUL	TRAILER	40FSK694281028834
2011	LODEKING	SBHOPPER (Lead)	TRAILER	2LDHG2832BF051342
2011	STELLAR	HEAVY HAUL	TRAILER	2N9LB5030BE065042
2011	ADVANCE	PNTRI	TRAILER	2L9TC5320BD079736
2011	ADVANCE	PNTRI	TRAILER	2AEBCREH0BR000291
2011	ADVANCE	PNTRI	TRAILER	2AEBCREH2BR000292
2011	ADVANCE	PNTRI	TRAILER	2AEBCREF4BR000293
2013	MIDLAND	Belly Dump Gravel	TRAILER	2MFB2S4D0DR007161
2013	LODE KING	SBHOPPER	TRAILER	2LDHG2836DF055672
2013	LODE KING	SBHOPPER	TRAILER	2LDHG2833DF055578
2014	MAC	PNTRI	TRAILER	5MATA4639EA029736
2014	MAC	PNTRI	TRAILER	5MATA4630EA029737
2000	PETERBILT	CONVENTIONAL	TRAILER	1XP5DB9X6YD515397
2016	MIDLAND	SIDE TW2500 (Lead)	TRAILER	2MFB2R5C4GR008316
2006	PETERBILT	CONVENTIONAL	TRAILER	1XP5DB9X87D658334
2012	PETERBILT	386 T/A	TRAILER	1XPHDP9X0CD154543
2013	GMC	SERVICE TRUCK	TRAILER	1GD322C89DF156833
2011	LODE KING	SBHOPPER (pup)	TRAILER	2LDHG3023BF051343
2013	LODE KING	SBHOPPER	TRAILER	2LDHG3027DF055673
2013	LODE KING	SBHOPPER	TRAILER	2LDHG3024DF055579
2016	MIDLAND	END SLX3 (PUP)	TRAILER	2MFB2R5D2GR008324
2013	MANITOU	FORKLIFT	CONSTRUCTION	796435
2001	JOHN DE ER	JD230LC	TRAILER	FF0230X600930
1994	CAT	D5H LGP	TRAILER	1DD06080

SIGNATURES:

X

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**HUGHSON TRUCKING INC.**
Name:	DANILO TERRA	Name:	JUSTIN HUGHSON
Title:	RELATIONSHIP MANAGER	Title:	DIRECTOR

ATB Equipment Finance™ ATB Financial™

Per: **ALBERTA TREASURY BRANCHES**	Per:
Name:	Name:
Title:	Title:

ATB Equipment Finance™

ATB Financial™

SCHEDULE A

YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
2008	TALBERT	HEAVY HAUL	TRAILER	40FSK694281028834
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2011	STELLAR	HEAVY HAUL	TRAILER	2N9LB5030BE065042
2011	ADVANCE	PNTRI	TRAILER	2L9TC5320BD079736
2011	ADVANCE	PNTRI	TRAILER	2AEBCREH0BR000291
2011	ADVANCE	PNTRI	TRAILER	2AEBCREH2BR000292
2011	ADVANCE	PNTRI	TRAILER	2AEBCREF4BR000293
2013	MIDLAND	Belly Dump Gravel	TRAILER	2MFB2S4D0DR007161
2013	LODE KING	SBHOPPER	TRAILER	2LDHG2836DF055672
2013	LODE KING	SBHOPPER	TRAILER	2LDHG2833DF055578
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2013	LODE KING	SBHOPPER	TRAILER	2LDHG3024DF055579
2016	MIDLAND	END SLX3 (PUP)	TRAILER	2MFB2R5D2GR008324
2013	MANITOU	FORKLIFT	CONSTRUCTION	796435
2001	JOHN DE ER	JD230LC	TRAILER	FF0230X600930
1994	CAT	D5H LGP	TRAILER	1DD06080

EQUIPMENT LOAN AND SECURITY AGREEMENT
SCHEDULE B

THIS SCHEDULE is dated as of the 1st day of February, 2018, pursuant to the terms of the EQUIPMENT LOAN AND SECURITY AGREEMENT between Creditor and Debtor dated as of the 1st day of February, 2018.

Additional Provision(s)

9.i) Notwithstanding the details of payment set out under subsection 3.2 and the Summary of Major Terms of this Agreement, the parties agree that for the period starting in FEBRUARY 2018 and ending in MAY 2018 the amount due shall be an interest only payment as calculated by the Creditor/Seller instead of the amount that would otherwise be due under this Agreement. The parties further agree the above change to the amount due shall have no effect on any other payments due under this Agreement.

SIGNATURES:

Per:	ALBERTA TREASURY BRANCHES	Per:	HUGHSON TRUCKING INC.
Name:	DANILO TERRA	Name:	JUSTIN HUGHSON
Title:	RELATIONSHIP MANAGER	Title:	DIRECTOR

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

EQUIPMENT LOAN AND SECURITY AGREEMENT

TERMS AND CONDITIONS – LOAN

ADDITIONAL PROVISIONS:

1. **Interpretation**

1.1. Definitions

1.1.1. The defined terms used shall be interpreted pursuant to their respective meanings as defined herein. And, unless otherwise defined in this Agreement, all terms used in this Agreement that are defined within the *Personal Property Security Act* of the Province of Alberta (the "**P.P.S.A.**") will have the meanings provided to those terms in the P.P.S.A.

1.1.2. "**Affiliate**" means an affiliate as that term is defined in the *Canada Business Corporations Act*.

1.1.3. "**Agreement**" means this equipment loan and security agreement as the same may be amended, supplemented or restated from time to time and all associated ancillary documents.

1.1.4. "**Applicable Law**" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over that Person, property, transaction or event.

1.1.5. "**ATB**" is defined above.

1.1.6. "**ATB Prime Rate**" means a fluctuating interest rate per annum, in effect at any time, which is the interest rate per annum announced and adjusted at any time by the Creditor as its reference rate then in effect for determining interest rates on commercial loans made by it in Canada, the initial rate for which is set out in the Annual Interest Rate section of the Summary of Major Terms.

1.1.7. "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Alberta.

1.1.8. "**Collateral**" is defined in Section 3.4.

1.1.9. "**Communication**" means any notice, demand, request, consent, approval, or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.10. "**Creditor**" is defined above.

1.1.11. "**Debtor**" is defined above.

1.1.12. "**Default**" is defined in Section 5.2.

1.1.13. "**Encumbrances**" means all security interests, mortgages, liens, claims, taxes, assessments, charges, or other encumbrances.

1.1.14. "**Equipment**" means the equipment listed in the Equipment Description section of the Summary of Major Terms.

1.1.15. "**Fixed Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the Government of Canada Bond Rate on the day of this Agreement.

1.1.16. "**Governmental Authority**" means:

1.1.16.1. any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

1.1.16.2. any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.17. "**Government of Canada Bond Rate**" means the Government of Canada bond rate for the period of time as set out in the Annual Interest Rate section of the Summary of Major Terms and as of the date set out in the Annual

Interest Rate section of the Summary of Major Terms;

1.1.18. "**GST**" means Goods and Services Tax as defined in the *Excise Tax Act* or in any legislation in replacement thereof.

1.1.19. "**Indebtedness**" means all obligations, indebtedness and liabilities of the Debtor to the Creditor (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid amounts thereof including, without limitation, all future amounts, and whether such indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety.

1.1.20. "**Insurance**" is defined in Section 6.1.

1.1.21. "**Interest Rate Differential**" means the Creditor's lost potential interest earning on the payments under Section 3.2 calculated by taking the Lost Earnings Rate and multiplying it by the amount that the Debtor prepays.

1.1.22. "**Loss**" means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise, and all interest, punitive damages, fines, penalties and professional fees and disbursements, including legal costs on a solicitor and its own client basis.

1.1.23. "**Lost Earnings Rate**" is the difference between:

1.1.23.1. The Creditor's interest rate loan funding cost at the date of the funding of this Agreement, as evidenced by a notice of completion provided to the Debtor by the Creditor; and

1.1.23.2. The Creditor's interest rate loan funding cost at the time of prepayment

as determined by the Creditor.

1.1.24. "**Parties**" means the Creditor and the Debtor, collectively, and "**Party**" means either of them.

1.1.25. "**Person**" shall be broadly interpreted and includes:

1.1.25.1. a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.25.2. a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.25.3. a Governmental Authority.

1.1.26. "**Prime Rate Margin**" means the amount by which the Annual Interest Rate, as set out in the Summary of Major Terms, exceeds the ATB Prime Rate on the day of this Agreement.

1.1.27. "**Representatives**" means the Affiliates of any Person, and the advisors, agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, lenders and lawyers of any Person and of that Person's Affiliates.

1.1.28. "**Security Interest**" means a continuing security interest by way of mortgage, charge, assignment, and transfer.

1.1.29. "**Securitization**" is defined in Section 8.5.

1.1.30. "**Servicer**" is defined in Section 8.4.

1.1.31. "**Transfer**" is defined in Section 8.5.

1.2. Certain Rules of Interpretation

1.2.1. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless otherwise specified.

1.2.4. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, shall be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

1.2.5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3. Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there shall be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

1.5. Action on a Non-Business Day

Whenever any calculation or payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, the calculation or payment is to be made or action is to be taken on the next Business Day.

1.6. Currency

Unless otherwise specified, the word "dollar" and the "$" sign refer to Canadian currency, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in Canadian currency.

2. Representations and Warranties

Each Party represents and warrants in favour of the other Party as follows:

2.1. no authorization, consent, permit, exemption, approval or other action by, or filing with, or notice to, any Governmental Authority is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement;

2.2. it has the full power and authority to conduct its business, own its properties, and to execute, deliver, and perform all its obligations as detailed in this Agreement;

2.3. to the best of its knowledge, all information furnished in respect of this Agreement is materially accurate and complete;

2.4. as necessary, it is duly incorporated or created and is validly existing and qualified to carry on business in a province of Canada;

2.5. the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do and shall not breach or result in a default under:

2.5.1. any laws, statutes or regulations to which it is subject; or

2.5.2. any contract or covenant by which it is bound;

2.6. to the best of its knowledge, there is no provision in any agreement to which it is a party, nor any judgment, decree or order of any court binding on it, which would be contravened by the execution and delivery of this Agreement; and

2.7. there is no action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it which might result in a material adverse change in its financial condition or which would materially adversely affect its ability to perform its obligations under this Agreement.

3. Terms of the Loan

3.1. Upon the execution of this Agreement, the Creditor shall provide to the Debtor, any designees of the Debtor, or any combination thereof, a lump sum amount equal to the Amount to be Financed as set out in the Summary of Major Terms.

3.2. The Debtor shall make payments to the Creditor in the amounts, form, and manner set out in the Summary of Major Terms, and as further given meaning by any other section of this Agreement, and any additional reasonable out-of-pocket expenses, including:

3.2.1. legal fees and disbursements on a solicitor and its own client basis incurred in connection with the negotiation, preparation, and execution of this Agreement; the enforcement of this

Agreement, including the items described more fully in Section 5.3.3;

3.2.2. the administration, periodic review, modification, amendment of this Agreement; any waiver, inspection, verification, or appraisal of the Equipment under this Agreement; any increased costs to Creditor as a result of change in any law or regulation, including the items described more fully in Section 7.1.2; and

3.2.3. any other costs and expenses incurred in connection with exercising or preserving Creditor's rights or remedies under this Agreement.

3.3. No payment under Section 3.2 may be cancelled, netted, or otherwise set off against any amount owing from the Creditor to the Debtor.

3.4. As continuing and collateral security for payment and performance of all Indebtedness, and for value received, the receipt and sufficiency of which is hereby acknowledged, the Debtor hereby grants to the Creditor a Security Interest in the Equipment and all personal property derived directly or indirectly from any dealing with the Equipment, including, without limiting the generality of the foregoing, all goods, intangibles, money, documents of title, chattel paper, instruments, securities and security interests and renewals, replacements, additions, substitutions thereof, parts, accessories, attachments and accessions thereto (collectively, the "**Collateral**") and shall provide all requested authorization and cooperation to the Creditor in the registration, perfection, and maintenance of the Security Interest in the Collateral. Subject to any applicable requirements of the P.P.S.A., all money collected or received by the Creditor pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of Indebtedness in such manner as the Creditor deems best or, at the option of the Creditor, may be released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Creditor hereunder, and any surplus shall be accounted for as required by law. The Security Interest granted by this Agreement secures payment and performance of the Indebtedness. The grant by the Debtor of the Security Interest in the Collateral to the Creditor in no way shall limit or restrict the rights and remedies of the Creditor to collect and enforce collection from the Debtor of any of the Indebtedness, and the Creditor shall not be required or obligated to enforce its rights or remedies under this Agreement before enforcing collection. When the Indebtedness and the granting of a Security Interest by the Debtor gives rise to a purchase-money security interest (as defined by law) in and for the Equipment (or any part thereof), the Debtor does, without limitation, grant to the Creditor a purchase-money security interest in the Equipment in accordance with relevant law in force in the Province of Alberta. The Debtor hereby waives any right it may have to receive a financing statement, financing change statement or verification statement relating to this Agreement.

3.5. The Debtor may, over the course of this Agreement and when not in Default, pay its obligations before they come due on the following terms:

3.5.1. If the type of interest chosen, as further described in Section 4, is fixed, any prepayment shall count first toward a fee equal to the greater of the total interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment and the Interest Rate Differential;

3.5.2. If the type of interest chosen, as further described in Section 4, is variable, any prepayment shall count first toward a fee equal to the total of interest that would accrue on the amount to be prepaid for the three months following the date of the prepayment;

3.5.3. Any prepayment in excess of the amount contemplated in Section 3.5.1 or 3.5.2, as applicable, shall then be applied to the principal amount owing, which shall be calculated by the Creditor based on the Summary of Major Terms; and

3.5.4. Any amount that has been prepaid under Section 3.5.3 shall be applied in inverse order of maturity.

3.6. The Debtor authorizes the Creditor to debit the Debtor's account in payment of any obligations under Section 3.2 using the information provided in ATB Pre-Authorized Debit Agreement (Form 20880) and recognizes that such payments shall be solely for business purposes. The Debtor acknowledges that the debit amount disclosed in ATB Pre-Authorized Debit Agreement (Form 20880) may be adjusted by the Creditor for reasons including:

3.6.1. A change in the applicable interest rate;

3.6.2. Any agreement or arrangement between the Creditor and the Debtor for a revised payment amount; and

3.6.3. Any direction Debtor provides to Creditor requesting Creditor issue a debit in a different amount.

The Debtor agrees to waive the Canadian Payments Association Pre-Notification requirements in respect of all debits drawn under this Section 3.6. The Debtor further agrees that in the event that a payment is dishonoured by the Debtor's financial institution, the Creditor shall be entitled to issue another debit in substitution for the payment and the Creditor shall be under no liability whatsoever with regard to the dishonoured debit. Any payment made under this Section 3.6 shall be treated as if the Debtor had issued a cheque to the Creditor for the amount specified, which shall mean that the financial institution is not required to verify that a pre-authorized debit has been issued in accordance with Debtor's instructions or that any pre-condition to payment has been satisfied.

4. Interest

4.1. The Debtor shall pay interest to the Creditor on all amounts outstanding under Section 3.2 at any time in the type, fixed or variable, described in the Summary of Major Terms.

4.1.1. If the type chosen is fixed, Annual Interest Rate shall be equal to the sum of the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) and the Fixed Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by this Agreement including any notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2 at the interest rate stated in the Summary of Major Terms. The Creditor will provide the Debtor with a notice of completion outlining the fixed Annual Interest Rate in the event the Government of Canada Bond Rate as at the date of funding (notwithstanding the date provided in the definition of Government of Canada Bond Rate in Section 1.1.17) either increases or decreases from the Government of Canada Bond Rate.

4.1.2. If the type chosen is variable, the Annual Interest Rate shall be equal to the sum of the ATB Prime Rate as of the date of funding and the Prime Rate Margin. Interest on all amounts outstanding under Section 3.2 shall accrue as of the date the funds are advanced, as evidenced by a notice of completion provided to the Debtor by the Creditor hereunder, and shall be calculated (but not compounded) daily on the principal amount of all amounts outstanding under Section 3.2 on the basis of the actual number of days all amounts outstanding under Section 3.2 are outstanding in a year of 365 or 366 days, as applicable, and shall be compounded and payable monthly in arrears on each Monthly Payment Date, as set out in the Summary of Major Terms, for all amounts outstanding under Section 3.2. Changes in the ATB Prime Rate shall cause an immediate adjustment of the Annual Interest Rate applicable to all amounts outstanding under Section 3.2 without the necessity of any notice to the Debtor. The Creditor will provide the Debtor with a notice of completion outlining the variable Annual Interest Rate in the event the ATB Prime Rate as at the date of funding (notwithstanding the date provided in the definition of ATB Prime Rate in Section 1.1.6) either increases or decreases from the ATB Prime Rate.

4.2. Notwithstanding the Payment Amount in the Summary of Major Terms, the Payment Amount shall be calculated on the date of funding, as evidenced by a notice of completion provided to the Debtor by the Creditor, based on the Annual Interest Rate as determined in Section 4.1.

4.3. In the event that any amount outstanding under Section 3.2 is not paid as it becomes due, the interest calculated and compounded on this amount shall be set at the Annual Interest Rate plus an additional 10% per annum, but otherwise shall follow the procedure set out in Section 4.1.

5. Duration, Default, and Termination

5.1. Duration

The duration of this Agreement shall begin on the date of this Agreement's execution. The duration of this Agreement shall end on the date of the discharge of the Debtor's final obligation under Section 3.2 of this Agreement.

5.2. Default

Each of the following shall be a default of the Debtor's obligations to the Creditor (a "**Default**") under this Agreement:

5.2.1. The Debtor fails to pay when due any amount payable hereunder;

5.2.2. The Debtor fails to comply with, observe, or perform any obligation, covenant, or agreement in this Agreement;

5.2.3. The Debtor or any guarantor to this Agreement becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or a receiver is appointed for the Debtor or any guarantor to this Agreement or a substantial part of the Debtor's or any guarantor to this Agreement's assets, or bankruptcy, reorganization, or insolvency proceedings are instituted by or against the Debtor or any guarantor to this Agreement;

5.2.4. The Debtor attempts to abandon, remove, sell, rent, encumber, or lease the Equipment or any part thereof, or any item of the Equipment becomes subject to a lien without the express written consent of the Creditor;

5.2.5. The Creditor in good faith believes, and has commercially reasonable grounds to believe that, the prospect of payment or performance by the Debtor under this Agreement is or is about to be impaired or the Equipment is or is about to be placed in jeopardy;

5.2.6. The Debtor experiences a material adverse change;

5.2.7. The Debtor defaults in the observance or performance of any covenant, condition or obligation contained in any credit agreement between the Debtor and any Person;

5.2.8. Except as permitted by this Agreement or with the prior written consent of the Creditor, there is any change in the ownership of the shares of the Debtor, or the Debtor amalgamates, merges or consolidates with any other Person, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business; or

5.2.9. Any statement, representation or warranty heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Creditor to advance any funds to or to enter into this or any other agreement with the Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or un-liquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such representation, statement or warranty, which change shall not have been disclosed to the Creditor at or prior to the time of such execution.

5.3. Termination

5.3.1. Joint Termination

The Parties may, upon mutual written consent, terminate this Agreement at any time.

5.3.2. Creditor's Option to Terminate

The Creditor may, in its sole discretion, terminate this Agreement in:

5.3.2.1. The event of a Default;

5.3.2.2. The event of the loss, material damage, destruction, confiscation, or theft of the Equipment; or

5.3.2.3. Upon ten days' written notice to the Debtor.

5.3.3. Consequences of Termination

5.3.3.1. Upon termination of this Agreement, the Creditor may, in its sole discretion, to the extent permitted and in conformity with Applicable Law, do any one or more of the following:

5.3.3.1.1.Demand return of the Equipment;

5.3.3.1.2.Without demand or legal process, enter the premises where the Equipment is located and take immediate possession of and remove the same, without liability for such entry or damage to property or otherwise;

5.3.3.1.3.Sell or lease the Equipment at a public or private sale on such terms and notice as Creditor shall deem reasonable;

5.3.3.1.4.Demand the immediate payments of all amounts outstanding under Section 3.2 of this Agreement and a prepayment fee under Section

3.4 of this Agreement on the amount being demanded; or

5.3.3.1.5. Exercise any other right or remedy available to Creditor under Applicable Law or proceed by court action to enforce the terms of this Agreement (including the rights of a secured creditor in respect of the Security Interest constituted hereby) or to recover damages or expenses resulting from the breach of this Agreement.

5.3.3.2. Debtor waives all claims for damages against Creditor arising out of the repossession, voluntary surrender, removal, or disposition of the Equipment; and

5.3.3.3. Debtor shall be liable for and shall pay to Creditor all legal fees on a solicitor and its own client basis, administrative fees, and other costs incurred by Creditor in respect of exercising Creditor's remedies under Sections 5.3.3.1.1, 5.3.3.1.2, 5.3.3.1.3, 5.3.3.1.4, and 5.3.3.1.5.

6. Obligations and Responsibilities of the Debtor

6.1. As reasonably required by Creditor, insure and maintain insurance on the Equipment for the greater of the Equipment's full replacement value and the total outstanding obligation under Section 3.2 of this Agreement during the duration as described under Section 5.1 of this Agreement (the "**Insurance**"). The Insurance shall be primary and non-contributory insofar as concerns the Creditor's insurance program. The total of the sum of all deductibles on the Insurance shall not exceed $75,000. Without limiting the foregoing, the Insurance must contain the following terms:

6.1.1. In the event of a cancellation of the Insurance, the provider of the Insurance must notify the Creditor in writing at least 30 days in advance of the cancellation of the Insurance;

6.1.2. Endorsements that protect the Debtor from financial exposure due to environmental liability issues including hazardous material handling. If the Debtor has other potential environmental exposure, the Debtor must carry appropriate coverage for that exposure;

6.1.3. Commercial general liability coverage insurance covering bodily injury or property damage to third parties caused by the Equipment, under which the Creditor is included as additional insured, with a minimum limit of insurance of $2,000,000;

6.1.4. Property insurance covering the Equipment from physical damage or loss, under which the Creditor is included as first loss payee;

6.2. Provide to the Creditor a certificate of policy or insurance for the Insurance indicating:

6.2.1. The Creditor's name and address;

6.2.2. The insurer's name and address;

6.2.3. A description of the Equipment including make, model, and serial number;

6.2.4. The amount for which each piece of Equipment is insured and every deductible generally and for every Equipment. In the event that it is not possible for the Insurance to list each Equipment individually, the Creditor may, in its sole discretion, accept blanket insurance coverage;

6.2.5. The effective date of the Insurance; and

6.2.6. The expiry date of the Insurance.

6.3. Assume all risk of loss, damage to, or destruction, theft, or confiscation of the Equipment, including:

6.3.1. the acceptance that the Creditor is under no obligation to replace the Equipment in the aforementioned circumstances; and

6.3.2. the responsibility to notify the Creditor if the Equipment is lost, damaged, destroyed, or confiscated.

6.4. Maintain and repair the Equipment, pay all operating expenses for the Equipment, and keep the Equipment in good operating condition and appearance in accordance with manufacturer's service requirements and warranties at Debtor's expense.

6.5. Observe the following rules in connection with the use of the Equipment:

6.5.1. Keep the Equipment in good condition so as to continuously and fully comply with the requirements of all Governmental Authorities;

6.5.2. Replace any part of the Equipment that becomes worn out, lost, stolen, destroyed, or otherwise rendered permanently unfit or unavailable with replacement and substitute parts and accessories that are original equipment from the manufacturer of the Equipment, or from commercially reputable providers with similar or superior value, serviceability, and warrant;

6.5.3. Keep the Debtor's business located, under the deemed location rules of Section 7(1) of the P.P.S.A., in Alberta;

6.5.4. Not remove the Equipment from Alberta except in the ordinary course of business;

6.5.5. Not remove the Equipment from Alberta for a period of greater than 30 consecutive days;

6.5.6. Provide 15 days' written notice to the Creditor prior to the removal of the Equipment from Alberta; and

6.5.7. Not allow the Equipment to be employed, used or otherwise engaged for consumer, household, or personal use, or in any way that, in the view of the Creditor, is not the intended and conventional use of the Equipment.

6.6. Permit a representative of the Creditor at any time to inspect the Equipment and permit entrance into any location where the Equipment may be situated and the Debtor shall pay the Creditor's expenses incurred in this regard;

6.7. Notify the Creditor upon the occurrence of any material adverse change.

6.8. Provide to the Creditor, on the date noted at the beginning of this Agreement, documentation in a form satisfactory to the Creditor indicating that the Equipment is owned by the Debtor and is free of all Encumbrances other than any permitted Encumbrances set forth in this Agreement (or in any equipment security agreement taken from the Debtor by the Creditor in connection herewith);

6.9. Defend the Equipment against the claims and demands of all other parties claiming the same or an interest therein;

6.10. Notify the Creditor immediately of:

6.10.1. any change in the information contained and provided herein or in the schedules hereto relating to the Debtor, the Debtor's affairs, or the Equipment;

6.10.2. any change in the ownership of the shares of the Debtor, or if the Debtor amalgamates, merges or consolidates, or the Debtor sells or otherwise disposes of all or substantially all of its assets out of the ordinary course of business;

6.10.3. the details of any claims or litigation affecting the Equipment or which would result in a material adverse change in the Debtor's financial condition or which would affect the Debtor's ability to perform its obligations under this Agreement;

6.10.4. the return to, or repossession by the Debtor of any of the Equipment;

6.11. Provide to the Creditor all requested information on accrual, notice of, and payment of any taxes or other remittances with regard to the Equipment;

6.12. Pay all obligations and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Equipment as and when they become due and payable and provide the Creditor all information as the Creditor deems necessary to show payment of all of the obligations and other charges in this subsection;

6.13. Agree that the Creditor, in its sole discretion may pay or satisfy any Encumbrance created in respect of any Equipment or any sum necessary to be paid to clear title to such Equipment, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the Annual Interest Rate;

6.14. Prevent the Equipment from being or becoming an accession or fixture to other property not covered by this Agreement;

6.15. Deliver to the Creditor from time to time promptly upon request:

6.15.1. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Equipment;

6.15.2. all files, books and all records, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Equipment or copies thereof for the purpose of inspecting, auditing or copying the same; and

6.15.3. such other information concerning the Equipment, the Debtor and the Debtor's affairs as the Creditor may reasonably request;

6.16. Provide, to the Creditor, annual financial statements of the Debtor, any Affiliates of the Debtor and any guarantors to this Agreement, each in a form satisfactory to the Creditor, within 120 days of the applicable entity's fiscal year end.

6.17. Not make any change to Debtor's primary business activity without the Creditor's express written consent.

6.18. Perform the following actions pertaining to tax compliance:

6.18.1. Pay and remit all sums when due to tax and other governmental authorities including any sums in respect of employees, and provide proof to Creditor upon request;

6.18.2. Provide Creditor with such information and documentation as Creditor may require from time to time in respect of the collection and payment of GST including information concerning the amount of taxable supplies, GST collected, input tax credits received and GST paid during each reporting period; and

6.18.3. Forward to Creditor a copy of any GST election forms filed with Canada Revenue Agency upon request.

6.19. Perform all other obligations to be performed under this Agreement.

7. Indemnification, Limitation of Liability

7.1. Debtor's Indemnification of Creditor

7.1.1. The Debtor shall indemnify the Creditor and its Affiliates and their Representatives for any Loss which may be incurred by the Creditor arising out of any misrepresentation, failure to perform or breach of this Agreement by the Creditor and its Affiliates and their Representatives or arising from any claim of product liability or any similar claim relating to the quality of the Equipment or an alleged defect or deficiency in the Equipment or relating to the operation of the Debtor's business, to the extent that the claim relates directly or indirectly to any matter within the control of the Debtor.

7.1.2. The Debtor also shall indemnify the Creditor and its Affiliates and their Representatives for any Loss that may occur due to any introduction of, change in, or implementation of any Applicable Law that:

7.1.2.1. Subjects the Creditor to any tax, changes the basis of taxation of payments due to the Creditor, or increase in any existing tax on payments of principal, interest, or other amounts payable by the Debtor to the Creditor under this Agreement;

7.1.2.2. Imposes, modifies, or deems applicable any reserve, special deposit, capital adequacy, regulatory, or similar requirement against assets or liabilities held by the Creditor, or deposits of or for the account of the Creditor, or loans by the Creditor, or any other acquisition of funds for loans by the Creditor, or commitments by the Creditor to fund loans or obligations of the Creditor in respect of bankers' acceptances accepted by such Creditor; or

7.1.2.3. Imposes on the Creditor any other condition with respect to this Agreement.

The applicability of this Section 7.1.2 shall be at the sole discretion of the Creditor acting reasonably.

7.2. Disclaimer and Release

To the maximum extent permitted by any Applicable Law, and except as otherwise set out expressly in this Agreement, the Debtor waives, releases and disclaims, all undertakings representations, warranties (express or implied), obligations and liabilities of the Creditor and all other remedies, rights and claims against the Creditor, arising by law, statute or otherwise, with respect to the Equipment, including any warranty of merchantability or fitness for a particular purpose, any warranty arising from course of performance, course of dealing or usage of trade, and any obligation, liability, right, remedy or claim in tort, despite any fault, negligence, omission or strict liability of the Creditor (whether active, passive or imputed). No claims of any kind, whether as to materials delivered or for non-delivery of materials from the Creditor, and whether arising in tort or contract, shall be greater in amount than the purchase price of the Equipment in respect of which such damages are claimed.

8. Assignment; Securitization Provisions

8.1. Debtor unconditionally agrees that Creditor may assign all or part of its interest in the Agreement, Debtor's payments, and the Equipment to others without notice to or consent of the Debtor.

8.2. Debtor consents to the dissemination, for the purposes of an assignment, to any assignee of any confidential information given to the Creditor or any assignees.

8.3. Debtor acknowledges that it may not assign this Agreement under any circumstance.

8.4. During the term of this Agreement, this Agreement may be serviced by ATB or any other party as may from time to time be selected by ATB or any transferee or assignee of ATB, (ATB or any such other party, transferee or assignee in such capacity, the "**Servicer**"). ATB will notify the Debtor in writing it has selected a Servicer and from and after receipt of such written notice, the Debtor shall deal exclusively with the Servicer with respect to all matters relating to this Agreement, and Debtor agrees that all enforcement actions or proceedings may be brought by the Servicer on behalf of ATB and all other persons having an ownership interest in this Agreement from time to time and Debtor waives any requirement that ATB or such other owners be a party thereto. The Debtor will, after receipt of written notice from ATB of the selection of a Servicer, make all payments on this Agreement to, and deal with, the Servicer on all matters of administration of this Agreement until further directed in writing by the Servicer.

8.5. ATB shall have the right, without notice or consent of the Debtor, to transfer, assign, sell or participate its rights and obligations in this Agreement, in whole or in part, to one or more persons. Without limiting the generality of the foregoing, the Debtor acknowledges and agrees that this Agreement (or securities backed by or representing interests in pools of chattel paper of which this Agreement is part) may be sold, transferred, participated, pledged or assigned (a "**Transfer**"), or securitized (a "**Securitization**") through, among other things, private placements or public markets, without further notice to the Debtor and the Debtor hereby consents to any such Transfer or Securitization. The Debtor consents, acknowledges, and agrees that, in contemplation of or as part of any such Transfer or Securitization, all information and materials (including, without limitation, financial statements, net worth statements, personal financial information, credit reports, information on the Equipment, the status of this Agreement, and any default thereunder) provided in connection with this transaction, may be collected by ATB, the Servicer and other servicing entities who service securitized pools from time to time of which this Agreement may become part, and may be disclosed to and used by: (a) any party who is acquiring, is contemplating acquiring, or has acquired, an ownership interest in this Agreement; (b) the Servicer, its successors, and other servicing entities who service the commercial leases or securitized pools of commercial chattel paper from time to time of which this Agreement may become part; (c) assignees, pledgees, insurers, purchasers or transferees under a Transfer or Securitization; (d) the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; (e) the public, any private entity or group and/or other interested persons in the course of providing market information in regard to the ongoing status of this Agreement or chattel paper pools of which this Agreement may be part; (f) any subsequent or proposed purchaser and their third party advisors and/or agents; and (g) any underwriters, placement agents, rating agencies, governmental authorities or other persons in connection with such Transfers or Securitizations.

If any of the aforesaid information constitutes personal information of an individual, the Debtor: (a) represents that the Debtor has obtained the individual's consent to the collection and use of such information; and (b) hereby confirms and agrees that the release and disclosure of any such information by ATB and/or the Servicer constitutes the release and disclosure of such information with the full knowledge and consent of the Debtor and the individual within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, and the *Personal Information Protection Act* (Alberta), as amended, to the extent that such legislation is applicable to the use and disclosure of personal information under a Transfer or Securitization. The Debtor covenants and agrees that in the event of a Transfer or Securitization, the Debtor shall: (a) at ATB's and/or the Servicer's request, meet with representatives of the rating agencies and/or investors to discuss the business operations in respect of the Equipment which may be securing this Agreement, (b) permit ATB and/or the Servicer or their respective representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

9. Know Your Client & Anti-Money Laundering Provisions

9.1. The Debtor recognizes and accepts that the Creditor shall take all necessary steps to comply with all Applicable Law and internal policies on issues characterized as know your client or anti-money laundering issues.

9.2. The Debtor consents to provide all necessary information and undertakes to engage in all necessary action, at its own expense, to assist the Creditor with the Creditor's compliance under Section 9.1.

10. General

10.1. Third Party Indemnification

To ensure that the indemnities provided by the Debtor to the Creditor's and its Affiliates and their Representatives are enforceable, it is agreed by the Parties that the Creditor is acting as agent for those Persons with respect to the indemnities intended to be given to those Persons under this Agreement. The Creditor agrees that it shall hold any right to indemnification that any of those Persons is intended to have under this Agreement in trust for them and that funds received by the Creditor in respect of any claims by any of those Persons shall be held in trust for those Persons.

10.2. Relationship Between the Parties

The Creditor and the Debtor are independent contractors. This Agreement does not constitute the

Creditor and the Debtor as agents, legal representatives, sales representatives, partners, employees, servants or joint venturers of each other for any purpose. The Debtor agrees to defend, indemnify, and hold Creditor harmless from and against any and all claims or third parties that would not have arisen but for an act or omission by the Debtor that is contrary to the above-acknowledged relationship or any other term of this Agreement.

10.3. Notices

Any Communication must be in writing and either:

10.3.1. Delivered personally or by courier; or

10.3.2. Transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as listed in the recitals or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 10.3. Any Communication delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication shall be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 6 pm (local time of the recipient), the Communication shall be deemed to have been given or made and received on the next Business Day.

10.4. Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, shall not affect:

10.4.1. the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

10.4.2. the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

10.5. Privacy

Creditor may collect, use, and disclose Debtor's personal information in accordance with law. A copy of Creditor's "Collection, Use, and Disclosure" brochure can be obtained from any of Creditor's branches and a copy of Creditor's complete privacy code may be obtained from www.atb.com or at any of Creditor's branches.

10.6. Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Alberta to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

10.6.1. irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;

10.6.2. irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 10.6, of the substantive merits of any suit, action or proceeding; and

10.6.3. to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

10.7. Conduct of Parties

All requests, consents, approvals, opinions and decisions given or made by either Party as permitted by this Agreement must be reasonable, not be unreasonably withheld or delayed, not be subject to unreasonable conditions or qualifications, be based on good and sound business judgment, and be consistent with the terms of this Agreement. Whenever a Section of this Agreement or a Schedule requires a consent or approval by a Party and notification of the consent or approval is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

10.8. Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

10.9. Succession

This Agreement shall apply to and bind the Debtor's heirs, executors, liquidators, administrators, successors, and assigns and shall enure to the benefit of and be enforceable by Creditor, its successors and assigns (including any Servicer).

10.10. Further Assurances

Each Party shall, at the requesting Party's cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 10.10, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities having jurisdiction over the affairs of a Party or as may be required at any time under Applicable Law or in connection with a Transfer or Securitization.

10.11. Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

SIGNATURES:

Per:	**ALBERTA TREASURY BRANCHES**	Per:	**HUGHSON TRUCKING INC.**
Name:	DANILO TERRA	Name:	JUSTIN HUGHSON
Title:	RELATIONSHIP MANAGER	Title:	DIRECTOR

X

Per:	**ALBERTA TREASURY BRANCHES**	Per:	
Name:		Name:	
Title:		Title:	

This is Exhibit "B" referred to in the Affidavit of Rehman Mulji, sworn before me this 14th day of December 2018

A Commissioner of Oaths in and for Alberta

MATTHEW J. SUMMERS
Barrister & Solicitor

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search:	2018/12/11
Time of Search:	10:32 AM
Search provided by:	BLAKE CASSELS & GRAYDON LLP

Service Request Number: 30134285
Customer Reference Number: 81518/158 JMRD

Corporate Access Number: 2021582198
Legal Entity Name: HUGHSON TRUCKING INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2018/11/28 YYYY/MM/DD

Registered Office:
Street: #600, 220 - 4TH STREET SOUTH
City: LETHBRIDGE
Province: ALBERTA
Postal Code: T1J 4J7

Mailing Address:
Post Office Box: P.O. BOX 219, STATION MAIN
City: LETHBRIDGE
Province: ALBERTA
Postal Code: T1J 3Y5

Directors:

Last Name: HUGHSON
First Name: DARREN
Middle Name: JAMES
Street/Box Number: P.O. BOX 149

City:	MILK RIVER
Province:	ALBERTA
Postal Code:	T0K 1M0

Last Name:	HUGHSON
First Name:	JUSTIN
Middle Name:	LEE
Street/Box Number:	P.O. BOX 532
City:	MILK RIVER
Province:	ALBERTA
Postal Code:	T0K 1M0

Last Name:	HUGHSON
First Name:	LEROY
Middle Name:	CHRISTIAN
Street/Box Number:	168 SIXMILE COMMON SOUTH
City:	LETHBRIDGE
Province:	ALBERTA
Postal Code:	T1K 5S7

Voting Shareholders:

Last Name:	HUGHSON
First Name:	LEROY
Middle Name:	CHRISTIAN
Street:	168 SIXMILE COMMON SOUTH
City:	LETHBRIDGE
Province:	ALBERTA
Postal Code:	T1K 5S7
Percent Of Voting Shares:	40.2

Last Name:	HUGHSON
First Name:	JUSTIN
Middle Name:	LEE
Street:	P.O. BOX 532
City:	MILK RIVER
Province:	ALBERTA
Postal Code:	T0K 1M0
Percent Of Voting Shares:	19.6

Last Name:	HUGHSON
First Name:	DARREN
Middle Name:	JAMES
Street:	P.O. BOX 149
City:	MILK RIVER
Province:	ALBERTA
Postal Code:	T0K 1M0
Percent Of Voting Shares:	40.2

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE "A" ATTACHED HERETO.
Share Transfers Restrictions:	NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION PASSED AT A DULY CONSTITUTED MEETING OF THE BOARD
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	THERE SHALL BE NO RESTRICTION ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Business Restricted From:	THERE SHALL BE NO RESTRICTION ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Other Provisions:	SEE SCHEDULE "B" ATTACHED HERETO.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
203488507	HUGHSON TRUCKING INC.
2013133174	SUNSET AVIATION LTD.

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/11/28	Amalgamate Alberta Corporation
2018/11/28	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/11/28
Other Rules or Provisions	ELECTRONIC	2018/11/28
Statutory Declaration	10000307128855686	2018/11/28

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

Schedule "A"

The authorized capital of the Corporation is to consist of an unlimited number of Class "A", "B", "C" and "D" Common Voting Shares, an unlimited number of Class "A" Preferred Shares (Rollover Preferred Shares) and an unlimited number of Class "B" Preferred Shares (Voting Preferred Shares) the said shares shall respectively carry and be subject to the following rights, privileges and conditions, namely:

1. Class "A", "B", "C" and "D" Common Voting Shares

a) Holders of any class of common shares shall be entitled to receive notice of and attend and vote at all meetings of the Company and shall have one vote for each share of each class;

b) The incomes and/or losses of the Company shall be allocated annually among all common classes of shares in the following manner, namely:

1. The incomes and/or losses of the Company shall be allocated annually to the classes of common shares owned at the effective date of such allocations in the proportion that the total. issued shares of each class of common shares bears to the total issued shares of all classes of common shares at the effective date of such allocation.

2. The incomes and/or losses shall be accumulated and shown on the books of the Company as so allocated among the said classes of common shares.

3. The said income and/or losses shall consist of all charges or credits of a surplus nature, including the net income or loss for the year, prior period adjustments recorded during the current year, any provision for income tax, any capital gains or losses, any extraordinary items recorded during the year and any other surplus adjustments made within the current year.

c) The incomes and/or losses as allocated among the said classes of common shares shall be kept separate and for the benefit of the Shareholders of that class and the Directors may, from time to time, distribute by way of dividends, subject to the provisions of the Business Corporations Act and the rights of the preferred shares as created below, to any particular class of common Shareholder all or any portion of the accumulated net incomes of a particular class of common shares as the Directors in their absolute discretion deem expedient, without distributing any portion of the accumulated net incomes by way of dividend to the Shareholders of any other class of common shares, provided, however, that no dividend shall be paid if the payment thereof would result in the fair market value of the Company's assets, net of liabilities, being less than the aggregate of the redemption amount of all preferred shares then outstanding.

d) In the event of liquidation, dissolution, or winding-up of the Company or other distribution of the assets of the Company among the Shareholders other than by way of dividends, the accumulated net incomes as allocated and separated shall be divided among the Shareholders of each such class of common shares and when the accumulated net incomes have been so distributed, the holders of common shares of the Company shall be entitled to share equally, share for share, any further distribution or the assets of the Company.

2. Class "A" Preferred Shares (Rollover Preferred Shares)

a) The shares should be non-voting

b) It should be specified that the shares are being created for the purpose of an exchange for property or other issued shares of the Corporation, however, their use shall not be restricted thereto. Further, the Corporation may ass to the stated capital account maintained for the preferred shares, the whole or any part of the amount of the consideration received for the shares. This is in order to comply with Subsection 26(3) of the Business Corporations Act, which allows an amount less than the full consideration received in the exchange to be added to the stated capital.

c) The redemption amount of the shares is to be determined by the Directors, in accordance with the following formula:

"Redemption Amount" in respect of a Class A preferred share shall mean the fair market value, at the time of issue of that preferred share, as determined by the Directors of the Corporation, of the consideration received by the Corporation or, in the case of an exchange of shares, the fair market value of the shares exchanged, in respect of the issue of that preferred share together with any declared, but unpaid, non-cumulative dividends thereon; provided that, if, at any time with 6 years of the date of issue of the preferred share, the fair market value of such consideration should be determined by the Directors to be different from the fair market value originally determined by the Board of Directors, the fair market value of such consideration shall be adjusted by being increased or decreased , so as to equal the fair market value so determined and will be effective as of the time the preferred shares were issued and the Redemption Amount per share shall be appropriately adjusted.

d) The holders of Class A preferred shares should be entitled, in each year, at the discretion of the Directors, out of any retained earnings lawfully valuable for dividends, to non-cumulative dividends not to exceed say ¾ of 1% per month of the redemption amount.

e) The shares should be entitled to a cumulative dividend of say 9% on the redemption amount, if demand for redemption is received from the Shareholder and if the Corporation has not complied with the demand within 60 days.

f) The preferred shares should be redeemable at either the option of the Shareholder or the Corporation.

g) Subject to the provisions of the Business Corporations Act, the rights and attributed of the preferred shares shall not be repealed, modified or altered, nor shall any other classes of shares be created unless by special resolution of the Corporation duly passed and sanctioned as then required by law and in addition approved by at least SEVENTY-FIVE PERCENT (75%) of the votes cast at a special meeting of all the the Corporation affected by the proposed change, or in lieu thereof, by a resolution in writing signed by all Shareholders affected by the proposed change.

3. Class "B" Preferred Shares (Voting Preferred Shares)

a) The shares would be entitled to one vote per share in all circumstances.

b) The shares would not be entitled to dividends.

c) The shares would be redeemable at either the option of the Shareholder or the Corporation.

d) These shares should be redeemable for their stated capital amount.

Schedule "B"

(i) the right to transfer the Corporation's shares is restricted.

(ii) the number of the Corporation's Shareholders, exclusive of persons who are in its employment and exclusive of persons who having been formerly in the employment of the company, were, while in that employment, and have continued after the termination of that employment to be shareholders of the company, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder, and

(iii) any invitation to the public to subscribe for the corporation's securities is prohibited.

This is Exhibit "C" referred to in the Affidavit of Rehman Mulji, sworn before me this 14th day of December 2018

A Commissioner of Oaths in and for Alberta

MATTHEW J. SUMMERS
Barrister & Solicitor

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
Lethbridge Paramount - 240, 719 - 4th Avenue South, Lethbridge, Alberta T1J 0P1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

Hughson Trucking Inc.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed $600,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them , if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

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20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 17 day of June, 2010.

Leroy Hughson

Seal

Seal

Seal

Seal

ATB Financial®

GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Leroy Hughson, of Milk River, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the 17th day of June, 2010, made between Leroy Hughson and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at Lethbridge, Alberta, this 17th day of June, 2010, under my hand and seal of office.

A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ALBERTA

WAYNE C. PETERSEN
BARRISTER AND SOLICITOR

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Leroy Hughson

Continuing Guarantee
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
Lethbridge Paramount Branch, 727 - 4 Avenue S, Lethbridge, Alberta T1J 0P1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

Hughson Trucking Inc.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed $300,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them , if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.
3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

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4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

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13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby

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assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 17 day of July . 2015

Leroy Hughson Seal

Seal

Seal

Seal

Seal

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Guarantees Acknowledgment Act
Certificate

I HEREBY CERTIFY THAT:

1. Leroy Hughson, of Lethbridge, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the 17 day of July 2015 made between Leroy Hughson and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

CERTIFIED by , (print name), Barrister and Solicitor at the City of Lethbridge, in the Province of Alberta, this 17 day of July, 2015

WAYNE C. PETERSEN
BARRISTER & SOLICITOR

SIGNATURE

Statement of Guarantor

I am the person named in this certificate.

Leroy Hughson

ATB Financial™

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
Lethbridge Paramount, 240, 719 - 4th Avenue South, Lethbridge, Alberta T1J 0P1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

Hughson Trucking Inc.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed $300,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them , if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 16 day of June, 2010.

Darren Hughson

Seal

Seal

Seal

Seal

ATB Financial®

GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Darren Hughson, of Milk River, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the 16 day of June, 2010, made between Darren Hughson and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at ~~Lethbridge~~, ~~Alberta,~~ this 16 day of June, 2010, under my hand and seal of office.
Fort Nelson British Columbia

A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF ~~ALBERTA~~ British Columbia

OLIVE McLEAN
NOTARY PUBLIC
2 - 5024 - 50 AVENUE N
FORT NELSON, B.C. V0C 1R0
PH: 250-774-2240
PERMANENT COMMISSION

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Darren Hughson

ATB Financial®

CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)

TO: ALBERTA TREASURY BRANCHES
IN CARE OF:
Lethbridge Paramount - 240, 719 - 4th Avenue South, Lethbridge, Alberta T1J 0P1

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

Hughson Trucking Inc.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed $300,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them , if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).

4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.

5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.

7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.

8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.

10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.

11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.

12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to

you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.

14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.

15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgement obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.

16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.

17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.

19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgement recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.

20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.

21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.

22. POSTPONEMENT AND ASSIGNMENT OF CLAIMS: All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 17th day of June, 2010.

Justin Hughson

Seal

Seal

Seal

Seal

ATB Financial®

GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Justin Hughson, of Milk River, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the 17th day of June, 2010, made between Justin Hughson and ALBERTA TREASURY BRANCHES which this certificate is attached to or noted upon, appeared in person before me and acknowledged that had executed the guarantee.

2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.

GIVEN at Lethbridge, Alberta, this 17 th day of June, 2010, under my hand and seal of office.

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA
WAYNE C. PETERSEN
BARRISTER AND SOLICITOR

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Justin Hughson

This is Exhibit "D" referred to in the Affidavit of Rehman Mulji, sworn before me this 14th day of December 2018

A Commissioner of Oaths in and for Alberta

MATTHEW J. SUMMERS
Barrister & Solicitor

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is executed on the 4th day of December, 2018.

BETWEEN:

HUGHSON TRUCKING INC., a corporation incorporated pursuant to the laws of the Province of Alberta, having its head office at 600-220, 4 Street South, in the city of Lethbridge, province of Alberta, T1J 4J7

(the "**Seller**")

AND:

TRI-LINE CARRIERS LP, a limited partnership formed under the laws of the Province of Ontario, herein acting by its general partner **Tri-Line Carriers GP Inc.**, having a place of business at 235185 Ryan Road, in the city of Rocky View, province of Alberta, T1X 0K1

(the "**Buyer**")

AND:

JUSTIN HUGHSON
DARREN HUGHSON
LEROY HUGHSON
individuals residing in Alberta

(collectively, the "**Guarantors**")

RECITALS:

WHEREAS the Seller carries on a flatbed trucking business in the provinces of Alberta, British Columbia and Saskatchewan, Canada (the "**Acquired Business**");

WHEREAS the Buyer is interested in purchasing selected assets of the Seller used in the Acquired Business, upon terms and conditions more specifically described in this Agreement;

WHEREAS the Guarantors are the principals and the ultimate shareholders of the Seller;

WHEREAS the Buyer wishes to continue operating the Acquired Business;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Seller	Buyer	Guarantors		

ARTICLE 1
DEFINITIONS, SCHEDULES AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement shall have the meanings ascribed to them above or as set out below:

(a) "**Acquired Business**" has that meaning ascribed to it in the recitals above;

(b) "**Agreement**" means this asset purchase agreement, including the recitals above, as well as the schedules annexed hereto, as the same may be from time to time amended, restated, supplemented or otherwise modified in accordance with the terms of this Agreement;

(c) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any present or future Law relating or applicable to such Person, property, transaction, event or other matter;

(d) "**Business Day**" means any day other than Saturday, Sunday or any statutory holiday in the province of Alberta;

(e) "**Claims**" means claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, information or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, reasonable professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(f) "**Closing**" means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement;

(g) "**Closing Date**" means December 4th, 2018;

(h) "**Employees**" means collectively the Excluded Employees and the Transferred Employees;

(i) "**Encumbrance**" means any encumbrance of any kind whatsoever (registered or unregistered) and includes any security interest, hypothec, mortgage, pledge, charge, lien, debenture, trust deed, legal hypothec, prior Claim, assignment by way of security, conditional sales contract or other title retention agreement or a similar interest or instrument charging, creating a security interest or hypothec in or otherwise affecting, the Purchased Assets or any part thereof or interest therein, and any agreement, loan, lease, option, servitude, easement, right of

Seller	Buyer	Guarantors	

way, restriction, execution or other encumbrance (including any notice or other registration in respect of any of the foregoing) affecting title to the Purchased Assets or any part thereof or interest therein;

(j) **"Excluded Assets and Liabilities"** has that meaning ascribed to it in Section 2.2;

(k) **"Excluded Employees"** has that meaning ascribed to it in paragraph 7.1(b);

(l) **"Goodwill"** has that meaning ascribed to it in paragraph 2.1(c);

(m) **"Governmental Authority"** means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, regulatory authority, taxing authority, administrative authority, government department, agency, commission, board, judicial or arbitration body, tribunal or court, domestic or foreign, (ii) subdivision, agent, commissioner, representative or authority of any of the foregoing, or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority and any other self-regulatory authority, organization or equivalent body;

(n) **"Holdback"** has that meaning ascribed to it in paragraph 3.2(a);

(o) **"Indemnity Claim"** has that meaning ascribed to it in Section 10.1;

(p) **"Law"** means any law, rule, statute, ordinance, by-law, regulation, order, legally binding policy, guideline, code, ruling, writ, injunction, judgment, decree, treaty of any Governmental Authority or other requirement having the force of law;

(q) **"Leased Equipment"** has that meaning ascribed to it in paragraph 2.1(b);

(r) **"Non-Competition and Non-Solicitation Agreement"** has that meaning ascribed to it in paragraph 8.3(a);

(s) **"Notice of Claim"** has that meaning ascribed to it in Section 10.3;

(t) **"Operating Lease(s)"** means operating leases relating to the Leased Equipment;

(u) **"Owned Equipment"** has that meaning ascribed to it in paragraph 2.1(a);

(v) **"Owner Operator(s)"** has that meaning ascribed to it in paragraph 4.8(a);

(w) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organisation, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity;

Seller	Buyer	Guarantors	

(x) **"Purchased Assets"** has that meaning ascribed to it in Section 2.1;

(y) **"Purchase Price"** has that meaning ascribed to it in Section 3.1;

(z) **"Rolling Stock"** means all rolling stock, including all pallet jacks, fork trucks, tractors, trucks, trailers, flat beds, closed vans, and other vehicles, owned or leased by the Seller forming part of the Purchased Assets and used in the Acquired Business;

(aa) **"Taxes"** means any or all Canadian or foreign federal, provincial, state, municipal, local or other jurisdictional income, gross receipts, real property gains, goods and services, fuel, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, fuel, transfer, registration, value added, alternative or add-on, minimum, or other taxes, levies, governmental charges or assessments of any kind whatsoever, including amounts required to be withheld on account of the taxes of others, as well as any estimated tax payments, interest, penalties or other additions thereto, whether or not disputed.

(bb) **"Transferred Employees"** has the meaning ascribed to it in paragraph 7.1(a).

1.2 Schedules

The following schedules are attached hereto, are dated as of the date hereof, and are delivered by the Seller to the Buyer in connection with this Agreement:

Schedule 2.1(a)	Owned Equipment
Schedule 2.1(b)	Leased Equipment
Schedule 2.1(c)	Goodwill
Schedule 3.1	Allocation of Purchase Price
Schedule 3.2(a)	Outstanding Debts
Schedule 4.7(c)	Employment Agreements
Schedule 4.8(a)	Owner Operators
Schedule 4.8(d)	Amounts Owing to Owner Operators
Schedule 4.9	Customers
Schedule 7.1(a)	Transferred Employees
Schedule 8.3(a)	Non-Competition and Non-Solicitation Agreement
Schedule 8.3(b)	Bill of Sale and General Conveyance
Schedule 8.3(c)	Temporary Lease Agreement

1.3 Knowledge

Any reference herein to "knowledge" means the actual knowledge of the Guarantors after having conducted a diligent inquiry into the relevant subject matter.

Seller	Buyer	Guarantors		

1.4 Gender and Number

Words importing the singular include the plural and vice versa; words importing gender include all genders.

1.5 Entire Agreement

This Agreement, together with the schedules and the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

1.6 Waivers

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement, in whole or in part, shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

1.7 Headings

The Article and Section headings contained herein are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the content thereof. The preamble and recitals to this Agreement form part of this Agreement as if recited at length herein.

1.8 Severability

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

1.9 Applicable Law

This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

1.10 Currency

Unless otherwise specified all references to currency herein are deemed to mean lawful money of Canada, and all amounts to be paid or calculated pursuant to this Agreement are to be paid or calculated in lawful money of Canada.

Seller	Buyer	Guarantors	

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement to Purchase and Sell

The Seller hereby sells, transfers, assigns and conveys to the Buyer, and the Buyer hereby agrees to purchase, all of the Seller's right, title and interest in and to the assets of the Seller hereafter identified, used in the conduct of or generated by or constituting the Acquired Business as at the Closing Date (collectively, the "**Purchased Assets**"), unless otherwise excluded under Section 2.2, free and clear of any Encumbrances whatsoever save and except the Operating Leases, for the Purchase Price stipulated in Section 3.1, and upon the terms and subject to the conditions of this Agreement, namely:

(a) the tangible assets and equipment used in the Acquired Business, including without limitation the Rolling Stock and all accessories thereof and inventory found therein, as well as certain cellular phones, as more fully listed in Schedule 2.1(a) (collectively, the "**Owned Equipment**");

(b) all title and interest of the Seller in the operating leased trucks listed in Schedule 2.1(b) (collectively, the "**Leased Equipment**");

(c) all goodwill of the Acquired Business, including the exclusive right for the Buyer to represent itself as carrying on the Acquired Business in continuation of and in succession to the Seller, as well as the Customers and customers' lists and agreements relating thereto and certain cellular phone numbers associated with the Acquired Business, listed in Schedule 2.1(c) ("**Goodwill**");

(d) the Transferred Employees; and

(e) all business relationships with independent contractors and Owner Operators, and all agreements relating thereto.

2.2 Excluded Assets and Liabilities

Notwithstanding the provisions of Section 2.1, and for greater certainty, the term "Purchased Assets" shall not include and the Buyer shall not be responsible for any of the following, that the Seller shall retain and for which the Seller shall remain solely responsible and shall indemnify and save the Buyer harmless (the "**Excluded Assets and Liabilities**"):

(a) any and all assets other than the Purchased Assets which are not exclusively used in the Acquired Business, and which are personal assets or used for any other business of the Seller;

(b) any cellular phones not listed in Schedule 2.1(a), as well as computers, phone systems and phone and fax numbers;

Seller	Buyer	Guarantors	

(c) any and all corporate names, trade names and business names including without limitation "Hughson Trucking", domain names, trademarks and logos associated with the Acquired Business;

(d) any real property owned by the Seller, including without limitation the property located in Milk River, province of Alberta;

(e) the lease of the facility located in Red Deer, province of Alberta, expiring on December 31, 2018 as well as the lease of the facility located in Sexsmith, province of Alberta;

(f) any and all debts, liabilities and obligations of the Seller existing as at the Closing Date, relating to the Acquired Business and the Purchased Assets, including without limitation any and all capital leases or other financing agreements, but excluding the Operating Leases;

(g) any litigation or potential litigation or claim (including insurance deductible for insured claims), arising prior to, on, or after the Closing Date, as a result of occurrences existing or that happened prior to the Closing Date;

(h) all accounts payable and accounts receivable relating to the Acquired Business for the period ending on the Closing Date;

(i) all cash, bank accounts, securities, cash or near cash investments of any type of the Seller;

(j) all tax assets and tax attributes, including duty and tax refunds and prepayments;

(k) all inventory and any furnishings, filing cabinets, or trade fixtures located in or attached to the existing premises presently used by the Acquired Business;

(l) all of the Seller's insurance policies or surety bonds, if any;

(m) any non-transferable permits or licenses presently used by the Seller in the Acquired Business;

(n) the original books and records of the Acquired Business, except that the Buyer will be entitled to copies or originals, where available, of any agreements, contracts or arrangements which it takes over and of all invoices relating to same;

(o) any Claim, obligation or liabilities by or with respect to any employee for matters relating to their employment in the Acquired Business for the period up to the Closing Date, including without limitation with respect to statutory holidays, salary, bonus, overtime, severance or vacation, and other benefits,

Seller	Buyer	Guarantors	

including wrongful dismissal suits, even if such claim is made after the Effective Date; and

(p) any Claim or Taxes by any Governmental Authority in respect to any requirements under the Law relating to employment matters or withholdings for the period up to the Closing Date, or in relation to the Purchased Assets pertaining to any period or any event having occurred prior to the Closing Date.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price and Allocation

The consideration for the Purchased Assets payable by the Buyer to the Seller hereunder (the "**Purchase Price**") shall be **$3,271,788.60 plus applicable taxes.** Moreover, as additional consideration for the Purchased Assets, the Buyer shall assume the Operating Leases. To the exception of such Operating Leases, any indebtedness affecting the Purchased Assets shall be paid out by the Seller or its solicitor prior to the Closing Date or at the Closing Date from the Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as shown on Schedule 3.1.

3.2 Payment of the Purchase Price

The Purchase Price shall be payable by the Buyer on the Closing Date to the Seller's solicitor, in trust, for the Seller's account, by wire transfer or by any other method agreed upon by the Seller and the Buyer, and the Seller's solicitor will disburse the Purchase Price as follows:

(a) the balance of the outstanding debts affecting the Purchased Assets identified in Schedule 3.2(a) shall be repaid by paying the relevant creditors/lenders directly on or immediately after the Closing Date;

(b) an amount of $320,000 (the "**Holdback**") shall be held in trust by the Seller's solicitor; the Holdback or any balance thereof shall be released to the Seller, with the Buyer's prior written consent, within ten (10) days following the last of the following events:

(i) all secured creditors having Encumbrances over the Purchased Assets (except for the lessors' Encumbrances relating to the Operating Leases) have been paid or otherwise satisfied and their charges/liens have been released and discharged, with a copy of such release and a proof of such discharge, both satisfactory to the Buyer, acting reasonably, having been supplied by the Seller to the Buyer;

(ii) the provisions of Section 7.2 of this Agreement have been fully complied with, to the satisfaction of the Buyer, acting reasonably;

Seller	Buyer	Guarantors

(iii) all amounts due to Owner Operators for the period up to the Closing Date, have been paid and settled by the Seller in accordance with the provisions of Section 7.3 of this Agreement;

(iv) the Rolling Stock has been registered to the name of the Buyer in accordance with Section 7.5 of this Agreement.

For greater clarity, the parties shall direct the Seller's solicitor to deduct from the Holdback any and all amounts validly required for the full performance of the Seller's obligations in relation to items (i) through (vi) above.

(c) the balance of the Purchase Price shall be paid to the Seller on or immediately after the Closing Date.

3.3 Other Adjustments

All necessary adjustments, if any, shall be made between the parties in order to adjust, as appropriate, all of the revenues and expenses received or incurred, as the case may be, by the Buyer or the Seller or vice versa as of the Closing Date, including for example operating expenses, interest, utilities, salaries, vacation accruals, bonuses and prepaid expenses, an estimated amount of which shall be accrued for at time of Closing. If further adjustments become necessary, the parties shall make the adjustments as of the same date and pay to the relevant party upon demand without being subject to the formalities, thresholds and limitations contained in the indemnification provisions hereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE GUARANTORS

Each of the Seller and the Guarantors hereby make to the Buyer the representations and warranties set forth in this Article 4 and acknowledge that in purchasing the Purchased Assets, the Buyer is relying on these representations and warranties. The inclusion of any information in any part of the disclosure schedules shall not be deemed to be an acknowledgement, in and of itself, that such information is material to the Acquired Business or Purchased Assets or is outside the ordinary course of the Acquired Business.

4.1 Existence

The Seller is a corporation existing under the laws of the province of Alberta.

4.2 Corporate Power; Capacity

The Seller has all necessary capacity, power and authority to own and sell the Purchased Assets, and to execute and deliver this Agreement and all ancillary documents to be delivered by the Seller in accordance with the terms hereof; to consummate the transactions contemplated by this Agreement (required third party approvals or consents excepted), to comply with and fulfill the

Seller	Buyer	Guarantors	

terms and conditions hereof; and to sell, transfer, convey, and assign (required third party approvals or consents excepted) all the Purchased Assets to the Buyer upon the terms and subject to the conditions of this Agreement.

Each of the Guarantors have all necessary capacity and power to enter into this Agreement and the Non-Competition and Non-Solicitation Agreement.

4.3 Authorization

The execution and delivery of this Agreement and, as of the Closing Date, of all ancillary documents, and the consummation of the transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action of the Seller.

4.4 Enforceability

This Agreement constitutes and, when executed and delivered, all ancillary documents to which the Seller and/or the Guarantors are a party will constitute, valid and binding obligations of each of the Seller and the Guarantors enforceable against them in accordance with their respective terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Law of general application relating to or affecting the enforcement of the rights of creditors or by equitable principles or otherwise, at general, any Law limiting the validity of any provision, regardless of whether enforcement is sought in a proceeding in equity or at law.

4.5 Third Party Consents

The execution and delivery of this Agreement does not and will not require the consent of, approval, authorization or other action by, or filing with or notification to, any Person by the Seller other than those which have already been or are to be obtained, taken or filed prior to Closing, including the governmental approvals, if any.

4.6 Ownership and Condition of Purchased Assets

With respect to the Purchased Assets:

(a) the Seller is the owner or lessee of, and has good, clear and marketable title to or, where a lessee, has a valid leasehold interest in and to, its portion of the Purchased Assets and has full right and power to use the Purchased Assets;

(b) no Person other than the Buyer hereunder has any oral or written agreement, option, warrant, right or privilege or any right capable of becoming any of the foregoing (whether legal, equitable, contractual or otherwise) for the purchase or use of any of the Purchased Assets;

(c) all of the Purchased Assets are in all material respects in good working condition and good repair, reasonable wear and tear excepted and having regard to their use, age and scheduled maintenance, notably but without limitation in accordance with the terms of Section 7.2 hereunder.

Seller	Buyer	Guarantors	

4.7 Employees

(a) Schedule 7.1(a) contains a complete and accurate list, as at the Closing Date, of the Transferred Employees who will be offered continuing employment with the Buyer as of the Closing Date, including name, title, salary, bonus, benefits, other allowances, start date, status (e.g. active, leave of absence), vacation entitlement, cell phone and employment agreement.

(b) There are no outstanding orders or charges against the Seller or the Acquired Business under any applicable health and safety legislation in the jurisdictions in which the Acquired Business is conducted or carried on.

(c) Except as set forth in Schedule 4.7(c), there are no written employment contracts with any Employee, nor any collective agreements governing the Employees.

(d) The Seller is in compliance in all material respects with all labour and employment equity legislation applicable to the Employees, including all employment standards, human rights, labour relations, occupational health and safety, pay equity, employment equity and workers' compensation or workplace safety and insurance legislation.

(e) There is no Claim, action, proceeding, or to the knowledge of the Seller, any investigation or pending or threatened Claim, action, or proceeding, affecting or relating to the Employees.

4.8 Owner Operators

(a) Schedule 4.8(a) contains a complete and accurate list, as of the date of this Agreement, of the owner operators who own and operate equipment for the Acquired Business (the "**Owner Operators**").

(b) True and complete originals of agreements with Owner Operators have been delivered to the Buyer or will be so delivered no later than the Closing Date.

(c) There is no Claim, action, proceeding, or investigation currently before, or, to the knowledge of the Seller, pending, threatened or potential before any Governmental Authority affecting or relating to the Owner Operators or their classification as Owner Operators.

(d) Except as set forth in Schedule 4.8(d), on the Closing Date, there are no amounts whatsoever due to the Owner Operators.

4.9 Customers

Schedule 4.9 lists the customers of the Acquired Business. Since October 31, 2018, there has been no material termination or cancellation of, and no material modification or change in, the

Seller	Buyer		Guarantors	

business relationships with any customer. The Seller has no knowledge that the benefits of any relationship with any of the customers of the Acquired Business will not continue following the Closing Date in substantially the same manner as prior to the Closing Date.

4.10 Litigation

There is no Claim, action, proceeding, or to the knowledge of the Seller, any investigation or pending or threatened Claim, action, or proceeding before any Governmental Authority affecting or relating to the Acquired Business or the Purchased Assets. To the Seller's knowledge, there is no matter or state of facts which could give rise to any material suit, action, proceeding, or investigation in, before or by any Governmental Authority against or affecting the Acquired Business or the Purchased Assets. The Seller is not a defendant or third party to actions or Claims before any Governmental Authority which could prevent or restrict the Seller from performing any of its obligations under this Agreement or any ancillary agreement.

4.11 Compliance with Laws

The Seller is in compliance in all material respects with, and has conducted and is conducting the Acquired Business in all material respects in accordance with all Applicable Laws and has not received any notice of any failure to comply therewith. There are no outstanding decrees, injunctions or orders from any Governmental Authority having jurisdiction over the Acquired Business, nor are there any matters under discussion with any Governmental Authority relating to any material aspect of the Acquired Business.

4.12 Environment

The Acquired Business and the Purchased Assets have always been operated and/or used by the Seller in compliance with all Applicable Laws relating to the environment, the protection or preservation of the environment, occupational health and safety, motor carriers and/or the transport of goods, product safety and/or use, product liability or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport, management or handling of hazardous substances as defined or listed in, or otherwise legislated, regulated or classified pursuant to, any Applicable Law as "hazardous substances", "extremely hazardous substances", "hazardous materials", "solid and/or hazardous wastes", "contaminants", "pollutants", "dangerous goods" or "toxic substances", or any other analogous substances classified as such by reason of deleterious properties or harm or degradation to the natural environment or risk to human or animal health, including, without limiting the foregoing, petroleum and petroleum related substances, asbestos (in any form or condition), PCBs, urea formaldehyde foam insulation (in any form or condition), flammable material and radioactive material. The Seller is not aware of any environmental issue affecting the Purchased Assets.

4.13 Contracts

True and complete copies of all written contracts have been delivered to the Buyer or will be so delivered before the Closing Date. The Seller and each of the other parties to the contracts have executed all of their obligations under the contracts, and all of the contracts are in full force and

Seller	Buyer	Guarantors	

effect, and neither the Seller, nor such other parties, to the knowledge of the Seller, are in material default pursuant to any of the provisions of the contracts, and no event has occurred which constitutes or which, with the passage of time, the giving of notice or both, will constitute a material default pursuant to any of the provisions of the contracts. The Seller has not waived, in the last twelve (12) month period, any material right under any contract. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby in accordance with its terms shall not give rise to any right of termination under any of the contracts.

4.14 Bankruptcy

The Seller and the Guarantors are not involved in any proceedings by or against them under applicable bankruptcy Laws or any other insolvency or debtors' relief Laws, whether provincial or federal, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator or other similar official.

4.15 Status of the Seller

The Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.), and regulations thereto, as amended.

4.16 Registration

The Seller is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and its registration number is: 10242 2425 RT0001.

4.17 Absence of Unusual Transactions

Since October 31, 2018, the Seller has carried on the Acquired Business and its operations in the usual and ordinary course, in substantially the same manner, has preserved its relationships with customers, suppliers, employees and others with whom it has business dealings, and has not:

(a) assigned, sold, leased or otherwise disposed of any of the Purchased Assets;

(b) received any claims, proceedings, suits or appeals against any of the Purchased Assets;

(c) created any Encumbrance on any of the Purchased Assets or suffered or permitted any such Encumbrance that has arisen on the Purchased Assets since that date to remain;

(d) entered into new material contracts, or extended or materially modified any existing contracts;

Seller	Buyer		Guarantors	

(e) other than in the ordinary course of business, made any material change in the freight rates charged to customers or the credit terms made available to customers;

(f) authorized or agreed, or otherwise been committed to do any of the foregoing.

4.18 Broker

Except as listed in Schedule 4.18, the Seller has not employed any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement, who might be entitled to a fee or any commissions upon consummation of the purchase herein set forth. The Seller represents and warrants that it is and shall be fully and solely responsible, to the complete exoneration of the Buyer, for any fee, commission or any other amount which is, becomes or may become due to the broker listed in Schedule 4.18.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby makes to the Seller the representations and warranties set forth in this Article 5 and acknowledges that in selling the Purchased Assets, the Seller is relying on these representations and warranties.

5.1 Existence; Power and Capacity

The Buyer is a limited partnership existing under the laws of the province of Ontario, and its general partner has all necessary capacity, power and authority to execute and deliver this Agreement on behalf of the Buyer in accordance with the terms hereof, to consummate the transactions contemplated by this Agreement on behalf of the Buyer, to comply with and fulfill the terms and conditions hereof and, subject to satisfying the conditions provided herein, to purchase the Purchased Assets from the Seller on behalf of the Buyer.

5.2 Authorization

The execution and delivery of this Agreement, as of the Closing Date, and of all ancillary documents and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary action of the Buyer.

5.3 No Violation

Neither the execution and delivery of this Agreement or of any ancillary document by the Buyer, nor the consummation by the Buyer of the transactions contemplated by this Agreement, nor the compliance with or fulfillment of the terms and conditions hereof, will violate, conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under the organizational or constating documents of the Buyer or any mortgage, indenture, contract, agreement, license, permit, instrument or trust, to which the Buyer is a party or by which it is bound.

Seller	Buyer		Guarantors

5.4 Enforceability

This Agreement constitutes and, when executed and delivered, all ancillary documents to which the Buyer is a party will constitute valid and binding obligations of Buyer enforceable against it in accordance with their respective terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Law of general application relating to or affecting the enforcement of the rights of creditors or by equitable principles or otherwise, at general, any Law limiting the validity of any provision, regardless of whether enforcement is sought in a proceeding in equity or at law.

5.5 Status of Buyer

The Buyer is a "Canadian" for purposes of and within the meaning of the *Investment Canada Act* (Canada).

5.6 Tax Registration

The Buyer is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and its registration number is 86050 8001 RT0001.

ARTICLE 6
SURVIVAL OF REPRESENTATIONS AND WARRANTIES

6.1 Of the Seller and of the Guarantors

The representations and warranties of the Seller and of the Guarantors contained in this Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Buyer, shall continue in full force and effect for the benefit of the Buyer for a period of two (2) years from the Closing Date, except that the representations and warranties set forth in Sections 4.1, 4.2, 4.3, 4.4, 4.6(a) and 4.6(b), as well as any misrepresentation made fraudulently, shall survive indefinitely provided that any claim in respect thereof shall be made in writing within the applicable time period set forth in the law.

6.2 Of the Buyer

The representations and warranties of the Buyer contained in this Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Seller, shall continue in full force and effect for the benefit of the Seller for a period of two (2) years from the Closing Date, except that the representations and warranties set forth in Sections 5.1, 5.2, 5.3 and 5.4, as well as any misrepresentation made fraudulently, shall survive indefinitely, provided that any Claims in respect thereof shall be made in writing within the applicable time period set forth in the law.

6.3 Claims

Seller	Buyer	Guarantors

If no Claims shall have been made hereunder prior to the expiry of the relevant period with respect to any incorrectness in or breach of any representation or warranty, the party giving the same shall have no further liability in respect thereof. Any representation or warranty contained herein or in any certificate or instrument given in connection herewith involving fraud and fraudulent misrepresentation shall survive indefinitely.

ARTICLE 7
OTHER COVENANTS OF THE PARTIES

7.1 Employment to Employees of the Seller

(a) As of the Closing Date, the Buyer shall provide to the employees listed in Schedule 7.1(a) (the "**Transferred Employees**") written offers of employment effective on the Closing Date, conditional on completion of the transactions contemplated by this Agreement, on terms and conditions that are in the aggregate no less favorable than the terms and conditions on which such employees are employed immediately before the Closing Date. The Buyer shall recognize the seniority of all Transferred Employees for all employment purposes.

(b) Those employees who are not listed in Schedule 7.1(a) as well as those who decline in writing an offer of employment from the Buyer are herein collectively referred to as the "**Excluded Employees**".

(c) The Buyer shall not assume employee benefit plans or any other plan, program or arrangement of the Seller with respect to the Transferred Employees. The Transferred Employees' employment with the Buyer as of the Closing Date shall be upon such terms and conditions as the Buyer shall determine in its sole discretion, acting reasonably, subject to paragraph 7.1(a) above; provided however that as of the Closing Date, the Buyer shall recognize the period of service of each Transferred Employee for purposes of the Buyer's employee recognition program, vacation pay program and medical and health plans.

(d) The Seller shall provide to the Buyer, as soon as reasonably possible within thirty (30) days following the Closing Date, the records of employment for all Transferred Employees.

(e) The Seller shall be responsible for the severance of all Excluded Employees, including without limitation for all amounts due in salary, bonus and other benefits, as well as all accrued vacation pay up to the Closing Date.

(f) For greater clarity and in any event, the Seller shall remain solely responsible, shall indemnify, defend and save the Buyer harmless, at the Buyer's entire exoneration, for:

Seller	Buyer		Guarantors	

(i) obligations and other liabilities arising from or relating to all of the Employees up to the Closing Date, including salary, bonus, vacation pay and other benefits;

(ii) any claim made by any Employees for matters relating to their employment including without limitation, with respect to statutory holidays, salary, bonus, overtime, severance or vacation, and other benefits for the period up to the Closing Date, or relating to the termination of their employment, including wrongful dismissal suits, even if such claim is made after the Closing Date;

(iii) any claim or Taxes by any governmental authorities in respect to any requirements under the Law relating to employment matters or withholdings for the period up to the Closing Date.

7.2 Annual Inspections

On the Closing Date, the Rolling Stock shall have a valid annual safety inspection certificate under the Commercial Vehicle Inspection Program (CVIP).

Should any inspection certificate on any equipment forming part of the Rolling Stock be missing or lapse prior to the Closing Date, the Seller shall, at its cost, have a new inspection completed under the CVIP, in order to obtain the missing certificate or update the expired certificate.

7.3 Agreements with Owner Operators

On the Closing Date, the existing agreements with the Owner Operators will be terminated and the Buyer will enter into new owner operator agreements with the Owner Operators. The Seller shall pay and settle all amounts due to Owner Operators, as set forth in Schedule 4.8(d), no later than January 3rd, 2019.

7.4 Customers

As of the Closing Date, the Seller shall ensure that:

(i) any customers who contact the Seller seeking freight transportation services relating to the Acquired Business are promptly and courteously referred to the Buyer for the period and in accordance with the Non-Competition and Non-Solicitation Agreement; and

(ii) where the Seller has discretion over the selection of a provider of freight transportation services relating to services and routes previously provided by the Acquired Business to customers, the Seller shall refer this business to the Buyer for the period and in accordance with the Non-Competition and Non-Solicitation Agreement.

Seller	Buyer	Guarantors	

7.5 Registration

On or immediately following the Closing Date, the Seller and the Buyer shall take all necessary steps to transfer the registration of the Equipment forming part of the Purchased Assets to the name of the Buyer. Any assets which require specific title registration shall be held in trust by the Seller in favour of the Buyer until such title registration takes place.

The Seller and the Buyer will enter into a temporary equipment lease agreement enabling the Buyer to operate the Rolling Stock forming part of the Purchased Assets, until the registration required for the Buyer to legally and validly operate said Rolling Stock is duly issued by Alberta Transportation, thereby ensuring a continuity in the operations of the Acquired Business. The term of the agreement and the rent shall be mutually agreed upon and set forth in the temporary equipment lease agreement.

7.6 Temporary Right to Use Telephone, Fax and Toll-Free Lines and Numbers

For a period of sixty (60) days following the Closing Date, the Seller agrees and undertakes to keep all telephone, fax and toll-free lines and numbers active with its service provider. The Seller hereby grants the Buyer a temporary right to use said telephone, fax and toll-free lines and numbers during the aforementioned sixty (60) day period, and the Buyer hereby agrees to reimburse the Seller for the monthly service and usage charges, invoiced by the Seller's service provider, during said sixty (60) day period. For greater clarity, the Buyer will not be responsible for any additional fees, charges, penalties or other amounts, including without limitation early termination charges.

ARTICLE 8
CLOSING DELIVERABLES

8.1 Seller's Deliverables

Concurrently with the Closing, the Seller shall deliver or shall cause to be delivered the following to the Buyer:

(a) a certified copy of a resolution of the board of directors of the Seller authorizing the execution of this Agreement by the Seller and the performance of its obligations hereunder;

(b) a certificate of status of the Seller;

(c) the possession of the Purchased Assets, including any and all registration certificates duly endorsed for transfer, as well as all books, records and other documentation included in the Purchased Assets;

(d) such other assurances, agreements, documents and instruments as may be reasonably required by the Buyer to complete the transactions provided for in this Agreement.

Seller	Buyer		Guarantors

8.2 Buyer's Deliverables

Concurrently with the Closing, the Buyer shall deliver the following to the Seller:

(a) a certified copy of a resolution of the board of directors of its general partner authorizing the execution of this Agreement by the Buyer and the performance of its obligations hereunder;

(b) a certificate of status of Tri-Line Carriers GP Inc. and evidence of registration of the Buyer as a limited partnership;

(c) three (3) wire transfers corresponding respectively to the balance of the outstanding debts, the Holdback and the balance of the Purchase Price, in the respective amounts of CAD$●, CAD$320,000 and CAD$●, payable to the Seller's solicitor in trust;

(d) such other assurances, agreements, documents and instruments as may be reasonably required by the Seller to complete the transactions provided for in this Agreement.

8.3 Other Deliveries

Concurrently with the Closing, the parties shall execute and deliver the following:

(a) a non-competition, non-solicitation, non-disparagement and non-disclosure agreement in the form attached hereto as Schedule 8.3(a), executed by the Seller, the Guarantors and the Buyer (the "**Non-Competition and Non-Solicitation Agreement**");

(b) a bill of sale and general conveyance, transferring the tangible personal property included in the Purchased Assets from the Seller to the Buyer, in the form attached hereto as Schedule 8.3(b);

(c) the temporary lease agreement referred to in Section 7.5, in the form attached hereto as Schedule 8.3(c).

ARTICLE 9
GUARANTEE

Each of the Guarantors shall be jointly and severally liable for each and all of the Seller's obligations, undertakings and covenants set forth in this Agreement.

ARTICLE 10
INDEMNIFICATION

For the purpose of this Article 10, "**Indemnified Party**" means a Person whom the Seller, the Buyer or the Guarantors, as the case may be, has agreed to indemnify under Article 10 hereof

Seller	Buyer	Guarantors	

and "**Indemnifying Party**" means, in relation to an Indemnified Party, the party to this Agreement that has agreed to indemnify that Indemnified Party under Article 10.

10.1 Indemnity by Seller and the Guarantors

The Seller and the Guarantors shall indemnify, defend and hold the Buyer harmless in respect of any claim, demand, action, cause of action, damage, loss, cost, liability or expense including reasonable attorneys' fees (hereinafter referred to as an "**Indemnity Claim**") which may be made or brought against the Buyer or which it may suffer or incur as a result of or with respect to:

(a) any material incorrectness in, or breach of, any representation or warranty of the Seller or of the Guarantors contained in this Agreement;

(b) any material breach or non-fulfilment of any obligation, covenant or agreement on the part of the Seller or of the Guarantors under this Agreement; and

(c) the Excluded Assets and Liabilities provided under Section 2.2.

10.2 Indemnity by Buyer

The Buyer shall indemnify, defend and hold the Seller harmless in respect of any Indemnity Claim which may be made or brought against an Indemnified Party or which it may suffer or incur directly or indirectly as a result of in respect of or arising out of:

(a) any material incorrectness in, or breach of, any representation or warranty of the Buyer contained in this Agreement; and

(b) any material breach or non-fulfilment of any obligation, covenant or agreement on the part of the Buyer under this Agreement.

10.3 Notice of Claim

If an Indemnified Party becomes aware of an Indemnity Claim in respect of which indemnification is provided for pursuant to either Section 10.1 or Section 10.2, as the case may be, the Indemnified Party shall promptly give written notice of the Indemnity Claim (a "**Notice of Claim**") to the Indemnifying Party.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive a Notice of Claim in time effectively to contest the determination of any liability susceptible of being contested, then the liability of the Indemnifying Party to the Indemnified Party under this Article 10 shall be reduced by the amount of any losses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give such Notice of Claim on a timely basis.

Seller	Buyer	Guarantors

ARTICLE 11
DISPUTE RESOLUTION

Any disputes with respect to the interpretation or performance of the terms of this Agreement shall be resolved in accordance with the provisions of this paragraph.

(a) By negotiation carried out between the parties either directly, or through or with the assistance of such advisers as either may engage.

(b) In default of resolution through negotiation, by mediation or such similar dispute resolution process as the parties may select.

(c) In default of resolution by any mechanism implemented as a result of the previous paragraphs within thirty (30) days of the date upon which notice of the dispute is first given by one party to the other, either party may require arbitration. Proceedings shall be conducted by a single arbitrator if the parties are able to agree upon a selection, and in default thereof by three arbitrators one chosen by the Buyer, one by the Seller and the Guarantors, and the third by the two first selected. The provisions of this paragraph constitute a submission within the meaning of the *Arbitration Act of Alberta* in force at the date hereof and as amended from time to time.

The parties undertake and agree to act promptly, reasonably and in good faith in attempting to resolve disputes pursuant to the provisions of this article. In the event that the dispute is resolved by arbitration, costs shall be in the discretion of the arbitrator, who is hereby directed in his or her award of costs to penalize conduct on the part of any party which is unreasonable, which aggravates the dispute or diminishes or delays the prospect of its expeditious resolution, or which exhibits bad faith. The parties agree that the decision of the arbitrator shall be final and binding upon the parties, and not subject to any further appeals.

ARTICLE 12
GENERAL

12.1 Further Assurances

Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement.

12.2 Expenses, Fees and Taxes

Each party shall be responsible for its own legal and other expenses (including any Taxes imposed on such expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement.

Seller	Buyer	Guarantors	

12.3 Confidentiality

Unless required by Applicable Law or any Governmental Authority having jurisdiction, the parties shall not disclose the existence of this Agreement or its contents to any person other than their own authorized representatives and advisors (who shall be required to hold the same confidential), without the previous written consent of the other party. Each of the parties acknowledges that it shall be fully responsible for any breach of the confidentiality undertaking contained herein by any of its employees, representatives, advisors or consultants. In the event that either of the parties is asked by a Governmental Authority or stock exchange to issue a press release with respect to the signing of this Agreement or the transaction contemplated thereby, it shall: (i) immediately advise the other party; and (ii) use its best efforts to keep confidential the signing of this letter and the transaction contemplated thereby, including, if applicable, through the filing with the regulatory authorities of a confidential material change report.

12.4 Notices

(a) Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or prepaid registered or certified mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

If to the Seller:

Hughson Trucking Inc.
118 – 8th Avenue NW
P.O. Box 532
Milk River, Alberta T0K 1M0
Attention: Justin Hughson
Email: justin.hughson@hughsontrucking.com

If to the Guarantors:

Justin Hughson
118 – 8th Avenue NW
P.O. Box 532
Milk River, Alberta T0K 1M0

Darren Hughson
118 – 8th Avenue NW
P.O. Box 149
Milk River, Alberta T0K 1M0

Leroy Hughson
168 Sixmile Common South
Lethbridge, Alberta T1K 5S7

With a copy to (for Seller and Guarantors):

North & Company LLP

Seller	Buyer		Guarantors

600-220 4th St. S
Lethbridge, Alberta T1J 4J7
Attention: Wayne C. Petersen
Email: wpetersen@north-co.com
Fax: (403) 320-8958

If to the Buyer: **Tri-Line Carriers LP**
235185 Ryan Road
Rocky View, Alberta T1X 0K1
Attention: Scott Talbot
Email: STalbot@contrans.ca
Fax: (519) 421-3399

With a copy to:

TFI International Inc.
500-8801 Trans-Canada Highway
St-Laurent, QC H4S 1Z6
Attention: Legal Department
Email: legal@tfiintl.com
Fax: (514) 337-4200

(b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 4:30 p.m. local time at the place of receipt on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth (5th) Business Day following the mailing thereof, provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

(c) Either party may from time to time change its address under this Section 12.4 by notice to the other party given in the manner provided by this Section 12.4.

12.5 Time of Essence

Time shall be of the essence of this Agreement in all respects.

12.6 Expenses

Each of the parties hereto shall be responsible for the fees and expenses which it incurs in relation to the completion of the transaction provided for herein.

Seller	Buyer	Guarantors

12.7 Successors and Assigns

This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. Neither party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other party.

12.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signature of a party received by a receiving fax machine as an original signature of the party; provided, however, that a party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

12.9 Independent Legal Advice

Each party to this Agreement acknowledges having been advised to obtain independent legal advice in connection with its entering into this Agreement and the completion of the transactions contemplated hereby. Each party to this Agreement further acknowledges having been provided with a copy of this Agreement, and having been given a reasonable opportunity to obtain such advice prior to its execution.

[SIGNATURE PAGE FOLLOWS.]

Seller	Buyer	Guarantors

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first above written.

HUGHSON TRUCKING INC.

Per: ______________________

Name: Justin Hughson

Title: President

I have authority to bind the Corporation.

TRI-LINE CARRIERS LP, acting by its general partner TRI-LINE CARRIERS GP INC.

Per: ______________________

Name: Steve Brookshaw

Title: Executive Vice-President

I have authority to bind the general partner on behalf of the partnership.

____
WITNESS

____
JUSTIN HUGHSON

____
WITNESS

____
DARREN HUGHSON

____
WITNESS

____
LEROY HUGHSON

Seller	Buyer	Guarantors

Schedule 2.1(a) – Owned Equipment

See Attached.

Assets Owned or Financed

UNIT #	YEAR	MAKE	CLASS	MODEL	SERIALNUM	DESCRIPTION	Owned, Leased, Financed	FMV per HTI	Flatbed Equipment FMV	Debt Outstanding	Maturity	Lender
360	2012	PETERBILT	386	L	1XPHDP9X0CD154543		Financed	$ 60,000	$ 35,000		21-Feb-18	ATB
386	2014	PETERBILT	388	L	1XPWDP9X5ED230820		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
388	2014	PETERBILT	388	L	1XPWDP9X9ED230822		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
389	2014	PETERBILT	388	L	1XPWDP9X0ED230823		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
390	2014	PETERBILT	388	L	1XPWDP9X2ED230824		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
409	2005	KENWORTH		L	1XKDDB0XX5R976633		Owned	$ 25,900	$ 25,000			
4309	2015	GMC	Co. Truck	Sierra SLE 2500	1GT12YE81FF131309	3/4 ton 4x4 crew cab, Duramax	Owned	$ 44,145		$ 23,586	19-Feb-19	Davis
SAR-100	2014	Offices to go	Field	OTG 23-2rd	1F9SLB224ES217401	28' mobile office trailer	Owned	$ 20,000		$ -		
Total								**$ 550,045**	**$ 280,000**	**$ 23,586**		

Schedule 2.1(b) – Leased Equipment

See Attached.

Leases to be Assumed by TLC

UNIT	YEAR	MAKE	CLASS	MODEL	SERIALNUM	Location	Owned, Leased, Financed	Fair Value	Outstanding Debt	Maturity	Lender
222	2014	Lode King	SBFlat	PFJ32-3L	2LDPF3232EJ058371	Milk River	Leased	$ 50,000	$ 7,579	19-May-18	Travellers
222P	2014	Lode King	SBFlat	PFJ28-2P	2LDPF2823EJ058372	Milk River	Leased				
223	2014	Lode King	SBFlat	PFJ32-3L	2LDPF3234EJ058369	Milk River	Leased	$ 50,000	$ 7,579	19-May-18	Travellers
223P	2014	Lode King	SBFlat	PFJ28-2P	2LDPF282XEJ058370	Milk River	Leased				
229	2015	Lode King	SBFlat	PFJ32-3L	2LDPF323XFJ059527	Milk River	Leased	$ 60,000	$ 37,607	18-Oct-18	Wells Fargo
229P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2820FJ059528	Milk River	Leased	$ -			
244	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3234FJ060155	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
244P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2825FJ060156	Milk River	Leased				
246	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3231FJ060159	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
246P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2827FJ060160	Milk River	Leased				
247	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3233FJ060163	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
247P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2824FJ060164	Milk River	Leased				
248	2015	Lode King	SBFlat	PFJ32-3L	2LDPF323XFJ060161	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
248P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2820FJ060162	Milk River	Leased				
259	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3239GJ061271	Terrace	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
259P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF282XGJ061272	Terrace	Leased				
261	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3236GJ061275	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
261P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2827GJ061276	Milk River	Leased				Wells Fargo
262	2016	Lode King	SBFlat	PFJ32-3L	2LDPF323XGJ061277	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
262P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2820GJ061278	Milk River	Leased				Wells Fargo
263	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3233GJ061279	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
263P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2829GJ061280	Milk River	Leased				Wells Fargo
264	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3231GJ061281	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
264P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2822GJ061282	Milk River	Leased				Wells Fargo
265	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3235GJ061283	Milk River	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
265P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2826GJ061284	Milk River	Leased				Wells Fargo
268	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3236GJ061289	Milk River	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
268P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2821GJ061290	Milk River	Leased				Wells Fargo
270	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3230GJ061613	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
270P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2821GJ061614	Milk River	Leased				
271	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3237GJ061611	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
271P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2828GJ061612	Milk River	Leased				
272	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3234GJ061615	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
272P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2825GJ061616	Milk River	Leased				
274	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3231GJ061619	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
274P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2827GJ061620	Milk River	Leased				
275	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3235FJ060715	Milk River	Leased	$ 70,000	$ 33,793	19-Nov-18	Wells Fargo
275P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2826FJ060716	Milk River	Leased	$ -			
287	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3239JJ064825	Milk River	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
287P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF282XJJ064826	Milk River	Leased				
289	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3231JJ064821	Milk River	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
289P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF2822JJ064822	Milk River	Leased				
300	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3234KJ065687	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
300P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2825KJ065688	Milk River	Leased				Stride Capital
301	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3238KJ065689	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
301P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2823KJ065690	Milk River	Leased		$ -		Stride Capital
302	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3236KJ065691	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
302P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2827KJ065692	Milk River	Leased				Stride Capital
303	2019	Lode King	SBFlat	PFJ32-3L	2LDPF323XKJ065693	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
303P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2820KJ065694	Milk River	Leased				Stride Capital
304	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3233KJ065695	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
304P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2824KJ065696	Milk River	Leased				Stride Capital

Leases to be Assumed by TLC

UNIT	YEAR	MAKE	CLASS	MODEL	SERIALNUM	Location	Owned, Leased, Financed	Fair Value	Outstanding Debt	Maturity	Lender
305	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3237KJ065697	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
305P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2828KJ065698	Milk River	Leased				Stride Capital
228	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3236FJ059783	Terrace	Leased	$ 60,000	$ 37,607	18-Oct-18	Wells Fargo
228P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2827FJ059784	Terrace	Leased	$ -			
245	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3238FJ060157	Terrace	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
245P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2829FJ060158	Terrace	Leased				
260	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3232GJ061273	Terrace	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
260P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2823GJ061274	Terrace	Leased			20-Jun-18	Wells Fargo
267	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3232GJ061287	Terrace	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
267P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2823GJ061288	Terrace	Leased				Wells Fargo
269	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3234GJ061291	Terrace	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
269P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2825GJ061292	Terrace	Leased				Wells Fargo
273	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3238GJ061617	Terrace	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
273P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2829GJ061618	Terrace	Leased				
288	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3235JJ064823	Terrace	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
288P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF2826JJ064824	Terrace	Leased				
							Leased				
402	2015	Peterbilt	Prorated	389	1XPXDP9X7FD279300	Milk River	Leased	$ 120,000	$ 34,598	18-Jul-18	Davis
403	2015	Peterbilt	Prorated	389	1XPXDP9X9FD279301	Milk River	Leased	$ 120,000	$ 34,598	18-Jul-18	Davis
433	2016	Western Star	Prorated	4900FA	5KJNAED17GPGW1017	Milk River	Leased	$ 120,000	$ 68,388	19-Aug-18	Daimler
435	2016	Western Star	Prorated	4900FA	5KJNAED15GPGW1016	Milk River	Leased	$ 120,000	$ 68,388	19-Aug-18	Daimler
436	2016	Western Star	Prorated	4900SF	5KJJAED10GPGW1049	Milk River	Leased	$ 135,000	$ 77,933	19-Nov-18	Daimler
481	2018	Western Star	Prorated	4900FS	5KJJAED16KPKL9969	Milk River	Leased	$ 200,000	$ 185,682	25-May-22	Davis
483	2018	Western Star	Prorated	4900FS	5KJJAED12KPKL9967	Milk River	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
486	2018	Western Star	Prorated	4900FS	5KJJAED14KPKL9971	Milk River	Leased	$ 200,000	$ 188,665	25-May-22	Davis
487	2018	Western Star	Prorated	4900FS	5KJJAED16KPKL9972	Milk River	Leased	$ 200,000	$ 188,665	25-May-22	Davis
498	2019	Western Star	Prorated	4900FA	5KJJAED11KPKL9975	Milk River	Leased	$ 196,980	$ 194,134	27-Aug-22	Davis
500	2019	Peterbilt	Prorated	389SH	1XPXD49XXKD602604	Milk River	Leased	$ 203,383	$ 197,461	7-Aug-22	Davis
502	2019	Peterbilt	Prorated	389SH	1XPXD49X3KD602606	Milk River	Leased	$ 203,383	$ 197,461	7-Aug-22	Davis
454	2015	Western Star	Prorated	4900SB	5KKPALD10FPGB2258	Terrace	Leased	$ 160,000	$ 141,701	20-Aug-18	Daimler
480	2018	Western Star	Prorated	4900FS	5KJJAED19KPKL9965	Terrace	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
482	2018	Western Star	Prorated	4900FS	5KJJAED10KPKL9966	Terrace	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
485	2018	Western Star	Prorated	4900FS	5KJJAED12KPKL9970	Terrace	Leased	$ 200,000	$ 188,665	25-May-22	Davis
419	2016	WESTERN STAR	4900FA	L	5KJJAED19GPGW2863	Terrace	Leased	$ 120,000	$ 76,515.10	19-Jun-18	Wells Fargo
413	2012	KENWORTH		L	1XKDD40X9CJ956428	Terrace	Leased	$ 78,400	$ 39,069	19-Dec-18	HSBC

Total	**$ 5,349,386**	**$ 3,767,331**

Schedule 2.1(c) – Goodwill

- The Customers listed in Schedule 4.9 and all agreements relating thereto.

- Cellular Telephones:
  587-343-6647
  587-343-6614
  403-642-7756

Schedule 3.1 - Allocation of the Purchase Price

PURCHASE PRICE SUMMARY

	PURCHASE PRICE ALLOCATION
Equipment Owned or Financed	$ 344,145.00
Equipment Leased	$ 4,702.779.00
Goodwill	$ 1,953,076.00
Additional Consideration	$ 39,119.60
PURCHASE PRICE	**$ 7,039,119.60**

Schedule 4.7(c) - Employment Agreements

NONE

Schedule 4.8(a) - Owner Operators

UNIT 261 - BLACKMER TRUCKING LTD.

Schedule 4.8(d) - Amounts Owing to Owner Operators

$5,743.00

Schedule 4.9 – Customers

See Attached.

NAME	CITY	PROVINCE
A.F.A. FOREST PRODUCTS	CALGARY	AB
AFA FOREST PRODUCTS	KELOWNA	BC
NORBORD INC	TORONTO	ON
AINSWORTH LUMBER/NORBORD	GRANDE PRAIRIE	AB
ALBERTA PALLET	AIRDRIE	AB
ALBERTA TRUSS	EDMONTON	AB
ALL SPAN BUILDING SYSTEMS LTD.	COCHRANE	AB
ATLA STEEL LTD	EDMONTON	AB
AMICO STONE SUPPLY	CALGARY	AB
ARMOR WOOD PRODUCTS	EDMONTON	AB
ARROW RELOAD LTD.	SHERWOOD PARK	AB
ARROW TRANSPORTATION SYSTEMS INC.	STEWART	BC
BRUCE JACK PROJECT	BRUCE JACK	BC
ARROW RELOAD CALGARY	CALGARY	AB
ATCO WOOD PRODUCTS	FRUITVALE	BC
BANDSTRA TRANSPORTATION SYSTEMS LTD	SMITHERS	BC
BANDSTRA TRANSPORTATION SYSTEMS LTD	TERRACE	BC
BANDSTRA TRANSPORTATION SYSTEMS LTD	RICHMOND	BC
BIG SKY INSULATIONS	BELGRADE	MT
BLOCK MOUNTAIN STONE	PLAINS	MT
BLUEBIRD CONSTRUCTION	LANGDON	AB
BOBOCEL LUMBER	LAC LA BICHE	AB
BOS SOD FARMS	COALDALE	AB
BOS SOD FARMS	TURIN	AB
BOUCHER BROS. LUMBER	NAMPA	AB
BOW ISLAND BUILDING SUPPLIES	BOW ISLAND	AB
BOW RIVER IRRIGATION DISTRICT	VAUXHALL	AB
BOYCE LUMBER	MISSOULA	MT
BRI-CHEM SUPPLY LTD.	ESTEVAN	SK
BROOKS ASPHALT AND AGGREGATE	BROOKS	AB
BTO CONTRACTING	THORHILD	AB
BUCHANNAN LUMBER/WEST FRASER	HIGH PRAIRIE	AB
BUILDERS SUPPLY	GREAT FALLS	MT
BUILDING PRODUCTS OF CANADA CORP.	LASALLE	QC
BUILDING PRODUCTS OF CANADA	EDMONTON	AB
BURNCO	CALGARY	AB
BURNCO ROCK PRODUCTS	LETHBRIDGE	AB
BURNCO	CALGARY	AB
BURNCO ROCK PRODUCTS	EDMONTON	AB
BURNCO ROCK PRODUCTS	EDMONTON	AB
BURNCO	RED DEER	AB
BURNCO BALZAC	BALZAC	AB
BURNCO	LANGLEY	BC
BURNCO	SURREY	BC
BURNCO WEST KELOWNA	WEST KELOWNA	BC
BYZ CONSTRUCTION	MEDICINE HAT	AB

CALGARY PALLET	CALGARY	AB
CALMAC DEVELOPMENTS	FORT MCMURRAY	AB
CANASTONE CONTRACTING JOBSITE	LETHBRIDGE	AB
CANADIAN MDF PRODUCTS	EDMONTON	AB
CANADIAN FOREST PRODUCTS	PRINCE GEORGE	BC
CANFOR	GRANDE PRAIRIE	AB
CANFOR	CHETWYND	BC
CANFOR / PRINCE GEORGE SAWMILL	PRINCE GEORGE	BC
CANFOR / RADIUM SAWMILL	RADIUM HOT SPRINGS	BC
CANFOR	FT ST JOHN	BC
CANFOR-ELKO SAWMILL	ELKO	BC
POLAR / CANFOR	BEAR LAKE	BC
CANFOR - ISLE PIERRE	ISLE PIERRE	BC
CANFOR - HOUSTON MILL	HOUSTON	BC
CANFOR - ENGEN MILL	ENGEN	BC
CANFOR - WYNNDEL - WYNNWOOD	WYNNDEL	BC
CANOE FOREST PRODUCTS	CANOE, BC	BC
CANO COATINGS	CALGARY	AB
CANWEL BUILDING MATERIALS	EDMONTON	AB
CANWEL DISTRIBUTION	CALGARY	AB
CARGO FLO CALGARY	CALGARY	AB
CARMACKS ENTERPRISES	FORT MACKAY	AB
CARRIER LUMBER	PRINCE GEORGE	BC
CARTER FOREST PRODUCTS	CALGARY	AB
CASTLE PEAK STONE	BELGRADE	MT
CD CROSSFIELD	CROSSFIELD	AB
CENTURION LUMBER LTD.	CHEMAINUS	BC
CENTRAL ALBERTA PALLET	LACOMBE	AB
CHETWYND FOREST PRODUCTS	CHETWYND	BC
CITY LUMBER	EDMONTON	AB
CITY OF MEDICINE HAT	MEDICINE HAT	AB
CLASSIC LANDSAPE CENTRE	EDMONTON	AB
CLS CALGARY LOCATION	CALGARY	AB
ALPHA OMEGA CONSTRUCTION	SURREY	BC
CN SCOTFORD TRANS LOAD	FORT SASKATCHEWAN	AB
COALDALE HOME BUILDING CENTER	COALDALE	AB
COLDSTREAM LUMBER	COLDSTREAM	BC
CONVOY SUPPLY	CALGARY	AB
CONVOY SUPPLY	EDMONTON	AB
CO-OP - WETASKIWIN	WETASKIWIN	AB
CORIX WATER RPODUCTS	ASHMONT	AB
CORRPRO CANADA	EDMONTON	AB
CRATEX INDUSTRIES LTD	CALGARY	AB
D & B LUMBER	CALGARY	AB
DAVIDSON ENMAN LUMBER	CALGARY	AB
DAWSON CO-OP	DAWSON CREEK	BC
DEATLEY CRUSHING-SHOP	LEWISTON	ID

DECKER LAKE FOREST PRODUCTS	BURNS LAKE	BC
DEGNER CONSTRUCTION GROUP	EDMONTON	AB
DICORP	SEXSMITH	AB
DIRECT HORIZONTAL RIG # 3 JOBSITE	BURSTALL	SK
DOUBLE R BUILDING PRODUCTS	CALGARY	AB
DUNKLEY LUMBER	DUNKLEY	BC
EARTHWISE CONTRACTING	EDMONTON	AB
EASTERN IRRIGATION DISTRICT	BROOKS	AB
ECOSTONE PRODUCTS	CALGARY	AB
ED'S BUILDING SUPPLIES	FORT NELSON	BC
ELLIS DON	LETHBRIDGE	AB
EMCON SERVICES LTD.	QUESNEL	BC
EMCO WATERWATER	COCHRANE	AB
EMCON	ENILDA	AB
EMPIRE BUILDING	MISSOULA	MT
ENG-CON HOLDINGS	EDMONTON	AB
ENGENIUM CHEMICAL- BLDG G	CALGARY	AB
ENVIROCORP	CALGARY	AB
EVEREST CONSTRUCTION	TURNER VALLEY	AB
EXCALIBUR DRILLING LTD	BROOKS	AB
EXPOCRETE	EDMONTON	AB
FIBERON	MERIDIAN, ID	ID
FIRESIDE MINERALS	WATSON LAKE	YT
FISH CREEK EXCAVATING	NORDEGG	AB
FOOTHILLS STEEL	CALGARY	AB
FORMULA POWELL	GRANDE PRAIRIE	AB
FORMULA POWELL	BLACKFALDS	AB
FORMULA/POWELL	FT ST JOHN	BC
FRANKLIN BUILDING SUPPLY	POCATELLO	ID
GENTEK BUILDING PRODUCTS	CALGARY	AB
GENTEK BUILDING PRODUCTS LTD	EDMONTON	AB
GIBSONS ENERGY ULC	SEXSMITH	AB
GOODFELLOW	CALGARY	AB
GOODFELLOW INC.	CALGARY	AB
GOODFELLOW	EDMONTON	AB
GOODMEN ROOFING LTD	GRANDE PRAIRIE	AB
GOODMEN ROOFING LTD	RED DEER	AB
GRAHAM CONSTRUCTION	FORT SASKATCHEWAN	AB
GREAT AMERICAN LUMBER INC.	MISSOULA	MT
GROUND TECH ENTERPRISES INC	TABER	AB`
GROVE LUMBER	SPRUCE GROVE	AB
GS HOLDINGS	STONEY PLAIN	AB
HANNA BUILDING SUPPLIES	HANNA	AB
HEFFLEY CREEK	KAMLOOPS	BC
HOME DEPOT	EDMONTON	AB
HOME HARDWARE	FORT ST JOHN	BC
HOME HARDWARE BUILDING CENTRE	COALDALE	AB

HOME HARDWARE	CRANBROOK	BC
HOME HARDWARE KAMLOOPS	KAMLOOPS	BC
HORIZON SCHOOL DIVISION NO. 67	TABER	AB
HORISON SCHOOL DIVISION	MILK RIVER	AB
HUMIC GROWTH	SHELBY	MT
HUMIC GROWTH SOLUTIONS INC.	JACKSONVILLE	FL
HUMIC GROWTH SOLUTIONS	BROOKS	AB
H. WILSON INDUSTRIES LTD	FORT MCMURRAY	AB
HY'S TRANSPORT LTD	WHITEHORSE	YT
HY'S TRANSPORT LTD.	EDMONTON	AB
IG MACHINE & FIBRE	HIGH RIVER	AB
IKO INC.	CALGARY	AB
IKO INDUSTRIES LTD.	BRAMPTON	ON
IKO INDUSTRIES INC.	BRAMPTON	ON
INDUSTRIAL BACKHOE	MEDICINE HAT	AB
INDUSTRIAL BACKHOE	SEVEN PERSONS	AB
INLINE CONTRACTING	CONKLIN	AB
INLINE CONTRACTING	SMITH	AB
INTEGRITY POST STRUCTURES	OKOTOKS	AB
INTERNATIONAL RAW MATERIALS	FT SASKATCHEWAN	AB
I-XL MASONRY SUPPLIES	CALGARY	AB
JAMES HARDIE	MISSION VIEJO	CA
COEUR SILVERTIP HOLDINGS LTD	VANCOUVER	BC
COEUR SILVERTIP HOLDINGS LTD	SILVERTIP MINE	BC
COEUR SILVERTIP HOLDINGS LTD	PORT EDWARD	BC
COEUR SILVERTIP HOLDINGS LTD.	VANCOUVER	BC
COEUR SILVERTIP HOLDINGS LTD	SILVERTIP MINE	BC
COEUR SILVERTIP HOLDINGS LTD	STEWART	BC
JOHNSON MADISON	GREAT FALLS	MT
JORDAN	ARDROSSAN	AB
K2 STONE MONTANA LLC	COLUMBIA FALLS	MT
K2 STONE MONTANA	KALISPELL	MT
K2 STONE	BURNABY	BC
K2 STONE MONTANA	MARION	MT
K2 STONE	STONY PLAIN	AB
KAKWA STONE	GRANDE PRAIRIE	AB
KALESNIKOFF LUMBER	THRUMS, BC	BC
KAMLOOPS TRUSS LTD	KAMLOOPS	BC
KANANASKIS GOLF COURSE	KANANASKIS	AB
KEARL LAKE OILSANDS	FORT MACKAY	AB
KICHTON CONTRACTING	EDMONTON	AB
KICHTON CONTRACTING	ST ALBERT	AB
KIDCO CONSTRUCTION LTD	CALGARY	AB
KILRICH INDUSTRIES LTD	WHITEHORSE	YT
KLEYSEN GROUP LTD.	OAK BLUFF	MB
KNIBB DEVELOPMENTS LTD.	CLUNY	AB
KNIBB DEVELOPMENTS LTD.	DIDSBURY	AB

KODY CONTRACTING	PRINCE GEORGE	BC
KODIAK MOUNTAIN STONE	LETHBRIDGE	AB
KON-KAST	KELOWNA	BC
KOTA CONTRACTING	ST ALBERT	AB
KRISTOFF TRUCKING	PORT EDWARD	BC
KRISTOFF HOLDINGS LTD DBA KRUSTOFF TRUCK	PORT EDWARD	BC
LAFARGE CANADA	LETHBRIDGE	AB
LAFARGE	COQUITLAM	BC
LAFARGE SPY HILL	CALGARY	AB
LAUDEN PLUMBING	BONNYVILLE	AB
LBCO CONTRACTING	MEDICINE HAT	AB
LBCO CONTRACTING	CALGARY	AB
LEALTA BUILDING SUPPLIES	LETHBRIDGE	AB
LEDCOR	HINTON	AB
LEDUC TRUSS	LEDUC	AB
LIQUID GOLD WELL SERVICES INC.	CUT BANK	MT
LOGIC LUMBER	LETHBRIDGE	AB
LONE STAR LUMBER	EDMONTON	AB
LOUISIANA PACIFIC	FORT ST. JOHN	BC
LOWES OF LETHBRIDGE	LETHBRIDGE	AB
MACARTHUR & COMPANY	MISSOULA	MT
MAGNUM FOREST PRODUCTS LTD	WINNIPEG	MB
MAINLINE CONSTRUCTION	GRANDE PRAIRIE	AB
MAP WATER & SEWER	ARDROSSAN	AB
MAP WATER & SEWER	MORINVILLE	AB
MATCO MANUFACTURING LTD	SEXSMITH	AB
MAYFAIR LUMBER SALES LTD.(CAD)	CALGARY	AB
MAYFAIR LUMBER SALES LTD.(US)	CALGARY	AB
MCILVEEN LUMBER IND	CALGARY	AB
MCL GROUP	EDMONTON	AB
MD OF BONNYVILLE	BONNYVILLE	AB
MEADOW LAKE OSB PLANT	MEADOW LAKE	SK
METRIE CANADA	CALGARY	AB
MID-CITY EXCAVATING	SHERWOOD PARK	AB
MILLAR WESTERN	WHITECOURT	AB
MJB ENTERPRISES	MEDICINE HAT	AB
MULTICRETE SYSTEMS	SPRUCE GROVE	AB
MODERN NIAGARA ALBERTA	EDMONTON	AB
MOEN LUMBER	EDMONTON	AB
MONARCH SIDING CENTER INC	CALGARY	AB
MONARCH EXTERIOR CENTRE INC.	EDMONTON	AB
MONARCH METAL SYSTEMS	LETHBRIDGE	AB
MONTANA ROCK WORKS	KALISPELL	MT
MOUNTAINVIEW RELOAD	SHELBY	MT
MOUNTAIN VIEW GROUP	ABBOTSFORD,	BC
MPE ENGINEERING	LETHBRIDGE	AB
NAVCOR TRANSPORTATION SERVICES INC.	VANCOUVER	BC

NECHAKO MILL	VANDERHOOF	BC
NELSON LUMBER	EDMONTON	AB
NELSON LUMBER	GRANDE PRAIRIE	AB
NETOOK CONSTRUCTION	ROCKY MOUNTAIN HOUSE	AB
NEWPARK DRILLING FLUID	CALGARY	AB
NEWPARK DRILLING FLUID	EDSON	AB
NORELLCO CONSTRUCTION LTD	EDMONTON	AB
NORTHLANDS FOREST PRODUCTS	FORT MCMURRAY	AB
NORTHWEST DRY WALL	KALISPELL	MT
NORTH STAR PALLETS	EDMONTON	AB
NORTHSIDE CONSTRUCTION	RED DEER	AB
NORTHSIDE CONSTRUCTION	LACOMBE	AB
NORTHSIDE CONSTRUCTION	SYLVAN LAKE	AB
NORTHSTAR FLUILDS SOLUTIONS	LOUISVILLE	CO
NORTHSTAR FLUILDS SOLUTIONS	SHELBY	MT
NORTHWEST WOOD TREATERS LTD.	PRINCE GEORGE	BC
NORTHSIDE CONSTRUCTION	BLACKFALDS	AB
NORTHERN STAKE AND LATH	SUNDRE	AB
NORTHLAND BUILDING SUPPLIES	EDMONTON	AB
NORWOOD WATERWORKS	MACKLIN	SK
NORWOOD WATERWORKS	PEACE RIVER	SK
NORWOOD WATERWORKS	CLARESHOLM	AB
NORWOOD WATERWORKS	BLACKFALDS	AB
NUEDGE CONSTRUCTION	CAMROSE	AB
NU EDGE CONSTRUCTION LTD.	BROOKS	AB
ON GRADE EARTHWORKS	CANMORE	AB
PACIFIC ROOF CENTRE VERNON	VERNON	BC
PACIFIC NORTHWEST LUMBER LTD	VANCOUVER	BC
PARKWAY ENTERPRISES	DRAYTON VALLEY	AB
PARKWAY ENTERPRISES	CYNTHIA	AB
PEACE RIVER BUILDING PRODUCTS	FORT ST JOHN	BC
PHOENIX CONSTRUCTION	RED DEER	AB
PINK WOOD LTD	CALGARY	AB
PINNACLE RENEWABLE ENERGY	ENTWISTLE	AB
PLUM CREEK TBR-Weyerhaeuser	COLUMBIA FALLS	MT
WEYERHAEUSER NR COMPANY	COLUMBIA FALLS	MT
PLUMMER FOREST PRODUCTS	POST FALLS	ID
ENVIROFOR	EDMONTON	AB
PRECON MANUFACTURING LTD.	LETHBRIDGE	AB
PRECON MANUFACTURING LTD	COALHURST	AB
PRECON EDMONTON YARD	EDMONTON	AB
PRECISE CROSSINGS	SPRUCE GROVE	AB
PRECON LETHBRIDGE YARD	LETHBRIDGE	AB
PREDATOR RIDGE GOLF COURSE	VERNON	BC
PRINCE GEORGE DIST CENTER	PRINCE GEORGE	BC
PROBUILD	HELENA	MT
PROBUILD	KALISPELL	MT

PROBUILD	BUTTE	MT
PRO BUILDING LTD	LETHBRIDGE	AB
PROFORM	CALGARY	AB
QUESNEL PLYWOOD	QUESNEL	BC
RAYWALT CONSTRUCTION	EDMONTON	AB
RB SOMERVILLE	KERROBERT	SK
REBUILDING & HARDFACING	COLVILLE	WA
RED RIVER LUMBER - KAMLOOPS	KAMLOOPS	BC
REMPEL HOMES	HIGH RIVER	AB
REMPEL HOMES	CALGARY	AB
R. EX CONTRACTING	FORT MCMURRAY	AB
RONA-66510	CALGARY	AB
RONA MEDICINE HAT	MEDICINE HAT	AB
RONA INC.	CROSSFIELD	AB
RONA REVY INC. LETHBRIDGE	LETHBRIDGE	AB
RONA	KEOWNA	BC
ROOF MART	GRANDE PRAIRIE	AB
ROOFMART	CALGARY	AB
ROOFMART	LETHBRIDGE	AB
ROOFMART WESTERN LTD	EDMONTON	AB
ROOFMART	ACHESON	AB
ROOFMART ALBERTA INC.	BRAMPTON	ONT
ROTHERHAM CONSTRUCTION	GREAT FALLS	MT
SEN WESTERN WHOLESALE LUMBER	VANCOUVER	BC
SIMKINS HOLLIN	BOZEMAN	MT
SINCLAR ENTERPRISES	VANDERHOOF	BC
SKANA FOREST PRODUCTS LTD.	RICHMOND	BC
SLITERS	SOMERS	MT
SLP	LETHBRIDGE	AB
SOURIS VALLEY INDUSTRIES	WEYBURN	SK
SOUTH SASKATCHEWAN IRRIGATION	BRODERICK	SK
SPECIALTY LAMINATES MFG.	CALGARY	AB
SPRAYLAKES SAWMILLS	COCHRANE	AB
SPRAY LAKE SAWMILLS	COCHRANE	AB
SRI HOMES	LETHBRIDGE	AB
SRI HOMES	KELOWNA	BC
STAR BUILDING MATERIALS	CALGARY	AB
STARKS PLUMBING	MEDICINE HAT	AB
STAR BUILDING MATERIALS	CALGARY	AB
STELLA -JONES CANADA INC.	CARSELAND	AB
STEELE'S TOTAL LOGISTICS LTD	CALGARY	AB
STRUCTURAL TRUSS	FORT MACLEOD	AB
STRUCTURLAM PRODUCTS	OKANAGAN FALLS	BC
SUBLATUS INC	ACHESON	AB
SUBLATUS ENVIRONMENTAL	COLEMAN	AB
SUTCO TRANSPORTATION	WEST KELOWNA	BC
WEST FRASER TIMBER CO LTD	SUNDRE	AB

SUREWAY CONTRUCTION	EDMONTON	AB
SUREWAY CONSTRUCTION	FORT MCMURRAY	AB
SURESHOT	EDMONTON	AB
SUREWAY CONSTRUCTION	LEDUC	AB
TAIGA BUILDING PRODUCTS (CAD)	BURNABY	BC
TAIGA FOREST PRODUCTS (US)	BURNABY	BC
TAIGA BUILDING PRODUCTS	ROCKY VIEW	AB
TALLPINE	LODGEPOLE	AB
TANEX INC.	VULCAN	AB
TARGET PRODUCTS	CALGARY	AB
TARGET PRODUCTS LTD	ABBOTSFORD	BC
TECH WOOD	CALGARY	AB
TED'S TIMBER LTD	ROCKY MTN HOUSE	AB
THE BARN GUYZ	PARK CITY	MT
THOMPSON BROS CONSTRUCTION	FORT HILLS	AB
THOMPSON INFRASTRUCTURE	COLD LAKE	AB
TIDAL COAST TERMINALS	PRINCE RUPERT	BC
TIMBER ROOTS	BUTTE	MT
TOLKO MARKETING AND SALES LTD.	VERNON	BC
TOLKO INDUSTRIES LTD	HIGH PRAIRIE	AB
TOLKO MARKETING AND SALES LTD.	MEADOW LAKE	SK
TOLKO, ATHABASCA DIVISION	SLAVE LAKE	AB
TOLKO, QUEST WOOD PRODUCTS	QUESNEL, BC	BC
TOLKO, ARMSTRONG PLYWOOD	ARMSTRONG	BC
TOP GRADE CONSTRUCTION	LLOYDMINSTER	AB
TOP GRADE CONSTRUCTION	VERMILLION	AB
TOWN OF WAINWRIGHT	WAINWRIGHT	AB
TRANS-LOGIC TRANSPORTATION SERVICES	LEDUC	AB
TRANS CANADA LUMBER	KELOWNA	BC
TRANS PACIFIC TRADING LTD	RICHMOND	BC
TRENDWOOD	SHERWOOD PARK	AB
TRICON TRUSS & MILLWORK	SMITHERS, BC	BC
TRIPLE M HOUSING	LETHBRIDGE	AB
U.F.A.	MEDICINE HAT	AB
U.F.A.	LETHBRIDGE	AB
UFA - UNITED FARMERS OF ALBERTA	VULCAN	AB
UNITED CONCRETE	QUESNEL	BC
UNITED IRRIGATION DISTRICT	GLENWOOD	AB
UPPER CANADA	CALGARY	AB
URLACHER CONSTRUCTION LTD	COLD LAKE	AB
URLACHER CONSTRUCTION LTD	ARDMORE	AB
VALEMOUNT HOME CENTER	VALEMOUNT	BC
VALLEY SAW DUST	MERRITT	BC
VANDERWELL	SLAVE LAKE	AB
VARSTEEL LTD.	LETHBRIDGE	AB
VOLKER STEVIN	CALGARY	AB
VOLKER STEVIN	OKOTOKS	AB

WARD BURKE	SHERWOOD PARK	AB
WARD BROS	LETHBRIDGE	AB
WEST FRASER LVL	ROCKY MOUNTAIN HOUSE	AB
WEST FRASER	LEJAC	BC
WEST FRASER MILLS LTD.	QUESNEL	BC
WESTERN BUILDING SUPPLY	COLUMBIA FALLS	MT
WESTERN RELOAD	CALGARY	AB
WEST FRASER	HINTON	AB
WEST FRASER	CHETWYND	BC
WESTRAN INTERMODAL	SURREY	BC
WESTERN IRRIGATION DISTRICT	STRATHMORE	AB
WESTMARK PRODUCTS LTD	ACHESON	AB
WEST FRASER	ROCKY MOUNTAIN HOUSE	AB
WEST FRASER MILLS PLYWOOD	QUESNEL	BC
WEST FRASER HIGH PRAIRIE	HIGH PRAIRIE	AB
WESTERN ARCHRIB	EDMONTON	AB
WEST FRASER MILLS	EDSON	AB
WEST FRASER MILLS	SMITHERS	BC
WHISSELL CONTRACTING	EDMONTON	AB
WHISSELL CONTRACTING	LEDUC	AB
WILLIAMS LAKE PLYWOOD	WILLIAMS LAKE	BC
WINFIELD WOOD	OYAMA	BC
WRD BORGER CONSTRUCTION	CALGARY	AB
WRD BORGER CONSTRUCTION	AIRDRIE	AB
YELLOWHEAD WOOD PRODUCTS	EDSON	AB
ZAVISHA SAWMILLS	HINES CREEK	AB
ZAVISHA SAWMILLS LTD.	HINES CREEK	AB
ZYTECH BUILDING SUPPLIES	BALZAC	AB
ZYTECH BUILDING SYSTEMS	AIRDRIE	AB

Schedule 4.18 - Broker

TRANSFUND INVESTMENT BANKING
ALEX WINANT, PRESIDENT

Schedule 7.1(a) - Transferred Employees

FIRST NAME	LAST NAME	TITLE	START DATE	DRIVER WAGES	BONUS	ANNUAL SALARY	YTD EARNINGS	VACATION	BENEFITS
ADAM	HAY	Driver	11/22/2016	$475/DAY OR $36.50/HOUR			$ 117,219.39	2 WEEKS	50%
ADAM	LAKATOS	Driver	06/14/2018	$0.52/MILE			$ 23,782.60	2 WEEKS	50%
BILL	DOYLE	Driver	11/16/2001	$198/DAY + BONUSES			$ 87,210.00	3 WEEKS	50%
BRADLY	PRING	Driver	03/09/2018	$0.52/MILE			$ 55,769.01	2 WEEKS	50%
BRAD	VISSER	Driver	04/10/2013	$0.565/MILE			$ 67,147.40	3 WEEKS	50%
BRIAN	VANDENBRINK	Driver	03/29/2018	$0.52/MILE			$ 39,021.73	2 WEEKS	50%
BRUCE	COTTON	Driver	10/22/2018	$400/DAY OR $0.62/MILE			$ 10,588.20	2 WEEKS	50%
CHARLIE	BENTON	Driver	05/24/2017	$455/DAY + $30/VEHICLE ALLOWANCE			$ 140,955.70	2 WEEKS	50%
DAVID	BISHOP	Driver	05/20/2005	$27/HOUR			$ 76,771.52	3 WEEKS	50%
GARTH	THIEBERT	Driver	10/29/2018	$0.52/MILE			$ 5,277.24	2 WEEKS	50%
GREG	DICKINSON	Driver	11/13/2018	$0.52/MILE			$ 2,048.19	2 WEEKS	50%
JAMES	ARMSTRONG	Driver	10/29/2018	$0.52/MILE			$ 3,378.61	2 WEEKS	50%
JAMES	HUCHALA	Driver	04/01/1997	$33/HOUR			$ 91,454.16	3 WEEKS	50%
JOHN	TAYLOR	Driver	04/10/2017	$27.50/HOUR			$ 89,627.12	2 WEEKS	50%
KELLY	DOUGLAS	Driver	09/05/2017	$0.53/MILE			$ 66,295.66	2 WEEKS	50%
MICHAEL	PATTON	Driver	03/21/2013	$.565/MILE			$ 78,074.16	3 WEEKS	50%
MIKE	SKELDING	Logistics Manager	06/01/1999		$ 17,007.62	$ 75,916.76	$ 97,441.62	4 WEEKS	50%
RAY	BLACKMER	Lease Operator	11/02/2001						50%
ROBIN	DEGENSTEIN	Driver	08/20/2012	$0.57/MILE			$ 67,760.08	3 WEEKS	50%
RODNEY	BEAUCHAMP	Driver	04/18/2018	$0.52/MILE			$ 41,059.39	2 WEEKS	50%
RODNEY	BROWN	JDS Project Manager	01/18/2017			$ 77,500.00	$ 90,812.66	2 WEEKS	50%
RON	FRIESEN	Contract Driver	05/30/2005	.56/MILE + TARPING + SECUREMENT					50%
TYLER	AMERO	Driver	10/01/2018	$0.62/MILE			$ 15,894.33	2 WEEKS	50%

Schedule 8.3(a) – Non-Competition and Non-Solicitation Agreement

See Attached.

1.

NON-COMPETITION, NON-SOLICITATION, NON-DISPARAGEMENT AND CONFIDENTIALITY COVENANTS

TO: **TRI-LINE CARRIERS LP**

(the "**Buyer**")

BY: **HUGHSON TRUCKING INC.**

(the "**Seller**" or the "**Corporation**")

AND BY: **JUSTIN HUGHSON**
DARREN HUGHSON
LEROY HUGHSON

(Collectively the "**Guarantors**" and together with the Seller, the "**Grantors**")

RECITALS:

1. Pursuant to an asset purchase agreement dated December 4th, 2018 between the Buyer and the Seller (the "**APA**"), the Buyer agreed to purchase from the Seller and the Seller agreed to sell to the Buyer selected assets of the Seller (the "**Purchased Assets**") used in connection with the Seller's flatbed trucking business in the provinces of Alberta, British Columbia and Saskatchewan, Canada (the "**Business**").

2. The Guarantors are the principals and the ultimate shareholders of the Seller and accordingly, will derive significant benefit from the completion of the sale of the Purchased Assets to the Buyer pursuant to the APA.

3. It is a condition of the APA that each of the Grantors provides a non-competition, non-solicitation, non-disparagement and confidentiality undertaking in favor of the Buyer, as more fully exposed hereafter (the "**Agreement**").

4. The Grantors acknowledge that this Agreement is an integral part of the transactions contemplated by the APA under which the Seller, and indirectly, the Guarantors, are receiving a significant benefit, and that the Buyer is relying on the agreements and acknowledgements given herein by the Grantors.

NOW THEREFORE THIS INSTRUMENT WITNESSES that pursuant to the provisions of the APA, and in consideration of the closing of the transaction contemplated therein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby irrevocably acknowledged), each one of the Grantors individually hereby covenants, undertakes and agrees with and in favour of the Buyer as follows:

1. **INTERPRETATION.**

1.1. **Definitions.** For the purposes hereof, the following terms have the following meaning:

(a) "**Contractor**" means any owner operator, agent or interliner who either forms part of the Purchased Assets, or who has been hired by, or has a business relationship with the Corporation at the Effective Date in connection with the Business, or who was hired by or had a business relationship with the Corporation within the twelve (12) month period preceding the Effective Date in connection with the Business.

(b) "**Customer**" means any customer of the Corporation forming part of the Purchased Assets, as well as a current customer of the Corporation and any Person who, within the twelve (12) month period preceding the date of this Agreement, has retained the services of, or has been solicited by the Corporation in connection with the Business.

(c) "**Effective Date**" means December 4th, 2018.

(d) "**Employee**" means an employee of the Corporation forming part of the Purchased Assets, as well as any employee who was hired by the Buyer following the execution of the APA.

(e) "**Person**" means an individual, partnership, firm, corporation, Limited Liability Corporation, limited liability partnership, unincorporated organization, association, syndicate, trust, estate or other entity or organization including a government or agency or political subdivision thereof or any combination of the foregoing.

(f) "**Restricted Period**" means a period of 5 years commencing on the Effective Date.

(g) "**Territory**" means Canada.

1.2. **Article and Section Headings**. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3. **Number and Gender**. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 **Section References**. Unless the context requires otherwise, references in this Agreement to Sections are to Sections of this Agreement.

2. **NON-COMPETITION.** Subject to the provisions of Section 3 below, each of the Grantors individually undertakes not to, without the prior written consent of the Buyer, directly or

indirectly, whether through related parties (in which he or it holds directly or indirectly an interest of five percent (5%) ownership or more) or otherwise, either individually or in partnership or in conjunction with any Person or Persons, as principal, agent, investor or in any other manner whatsoever, carry on or be engaged in a business similar to or which competes with the Business, or permit his or its name or any part thereof to be used or employed by any such Person or Persons carrying on, or engaged in a business which competes with the Business, during the Restricted Period and anywhere within the Territory.

3. **PERMITTED COMPETITION.** Nothing in this Agreement shall prevent the Grantors from purchasing, for investment purposes, up to five percent (5%) (but exclusive thereof) of the outstanding shares or other securities of any class of any publicly-listed Business operating in the Territory or competing with the Business within said Territory.

4. **NON-SOLICITATION OF CUSTOMERS.** Each of the Grantors individually covenants and agrees that he or it will not, at any time during the Restricted Period, without the prior written consent of the Buyer:

   (a) either individually or in partnership or in conjunction with any Person, as principal, investor or in any other manner whatsoever, directly or indirectly, solicit, or attempt to solicit any Customer in connection with the provision of services and/or a business which competes with the Business;

   (b) endeavour to entice away from the Buyer any Customer, or otherwise interfere with the relationship between any Customer and the Buyer.

5. **NON-SOLICITATION OF EMPLOYEES AND CONTRACTORS.** Each of the Grantors individually covenants and agrees that he or it will not, at any time during the Restricted Period, without the prior written consent of the Buyer, either directly or indirectly, offer employment to an Employee or a Contractor, or endeavour to entice an Employee or a Contractor away from the Buyer, or interfere in any way with the employment relationship between an Employee and the Buyer, and the business relationship between a Contractor and the Buyer. Nothing in this Agreement shall be deemed to prevent the Grantors to offer employment to an Employee or engage the services of a Contractor pursuant to a general advertised solicitation for employment or services not specifically directed at any Employee or Contractor.

6. **NON-DISPARAGEMENT.** Each of the Grantors individually covenants and agrees that he or it will not, during the Restricted Period, and any time thereafter, communicate any message to any Person, including without limiting the generality of the foregoing, customers, employees, suppliers, community organizations, elected officials and government representatives, that in any way might be damaging to the reputation of the Buyer, whether such communication relates to past, present or future activities of the Buyer.

7. **CONFIDENTIALITY.** Each of the Grantors individually acknowledges that he or it has or may have acquired, in the context of his or its involvement within the Business,

information about certain matters and things which are confidential to the Buyer, whether or not such information is specifically identified as "confidential", and which information is the exclusive property of the Buyer, including but not limited to ("**Confidential Information**"):

(a) lists of current and prospective customers, buying habits and preferences of current customers;

(b) pricing and sales policies, techniques and concepts;

(c) list of suppliers;

(d) trade secrets; and

(e) other confidential information concerning the business operations or financing of the Corporation.

Each of the Grantors individually acknowledges that the Confidential Information could be used to the detriment of the Buyer. Accordingly, the Grantors undertake:

- not to disclose Confidential Information to any Person, except (a) with the written consent of the Buyer, or (b) if legally compelled to disclose by applicable law or court order, or (c) if the Confidential Information is already publicly available at the time of receipt by the Grantors;
- not to use the contents of the Confidential Information for any purpose whatsoever, whether or not such use directly or indirectly disadvantages the Buyer; and
- to return to the Buyer, promptly upon execution of this Agreement, all originals, copies, extracts or other reproductions of the Confidential Information, and not to retain any copies or reproductions of the Confidential Information, in whole or in part, under any form whatsoever.

The foregoing confidentiality covenant shall remain in full force and effect without time limitation.

8. **REASONABLENESS.** Each of the Grantors individually understands and agrees that the Buyer has a material interest in preserving the relationships he has and will develop with Employees and Customers against impairment by competitive activities of a direct or indirect shareholder, director, officer or employee of any of the Corporation. Accordingly, each of the Grantors individually agrees that the restrictions and covenants contained herein, and his agreement to them by executing this instrument, are of the essence of this instrument. In the event that any clause or portion of any of the covenants herein should be unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of the covenants herein, and such unenforceable or invalid portion shall be severable from the remainder of this instrument. Each of the Grantors individually acknowledges and agrees that all restrictions contained in this instrument are reasonable and valid.

9. **INJUNCTIVE RELIEF AND LIQUIDATED DAMAGES.** Each of the Grantors individually further acknowledges that, without prejudice to any other rights and recourses of the Buyer, in the event of a violation or attempted violation of any of the provisions hereof by any one or more of the Grantors, an injunction or any other like remedy may be the only effective remedy to protect the rights and property of the Buyer, and that the Buyer may seek and obtain an injunction upon application to a court of competent jurisdiction. In addition, each of the Grantors individually agrees that in the event of any violation or threatened violation of this Agreement, the Buyer will also be entitled to seek and obtain equitable relief and specific performance upon application to a court of competent jurisdiction. Such remedies will not be the exclusive remedies for any violation of this Agreement but will be in addition to all other remedies available at law or equity to the Buyer.

10. **WAIVER.** A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11. **GOVERNING LAW.** This instrument shall be construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated, in all respects, as an Alberta contract.

12. **AMENDMENT.** No amendment of this Agreement shall be effective unless made in writing and signed by the Grantors and the Buyer.

13. **SUCCESSORS AND ASSIGNS.** This instrument shall extend to and enure to the benefit of the successors and assigns of the Buyer, and shall be binding upon each of the Grantors and their respective successors, representatives and assigns.

(Signatures appear on the following page.)

DATED the 4th day of December 2018.

HUGSON TRUCKING INC.

By: ______________________________
Name: Justin Hughson
Title: President

TRI-LINE CARRIERS LP, acting by its general partner TRI-LINE CARRIERS GP INC.

By: ______________________________
Name: Steve Brookshaw
Title: Executive Vice-President

______________________________	______________________________
Signature of Witness	**JUSTIN HUGHSON**
______________________________	______________________________
Signature of Witness	**DARREN HUGHSON**
______________________________	______________________________
Signature of Witness	**LEROY HUGHSON**

Schedule 8.3(b) – Bill of Sale and General Conveyance

See Attached.

BILL OF SALE AND GENERAL CONVEYANCE

THIS BILL OF SALE AND GENERAL CONVEYANCE (this "**Bill of Sale**") made as of the 4th day of December, 2018.

BETWEEN:	**HUGHSON TRUCKING INC.**, a corporation incorporated pursuant to the laws of the Province of Alberta; (the "**Seller**")
AND:	**TRI-LINE CARRIERS LP**, a limited partnership formed under the laws of the Province of Ontario, herein acting by its general partner **Tri-Line Carriers GP Inc.**; (the "**Buyer**")

BACKGROUND

A. The Seller and the Buyer entered into an asset purchase agreement dated December 4, 2018 (the "**Effective Date**"), for the purchase by the Buyer of selected assets of the Seller used in its flatbed trucking business in the provinces of Alberta, British Columbia and Saskatchewan, Canada (the "**Asset Purchase Agreement**").

B. Pursuant to the Asset Purchase Agreement, the Buyer agrees to purchase and the Seller agrees to sell, at and from the Effective Date, the Purchased Assets (as defined in Section 1.1 of the Asset Purchase Agreement).

C. The execution and delivery of this Bill of Sale is required by Section 8.3(b) of the Asset Purchase Agreement.

D. Each capitalized term used in this Bill of Sale shall, unless otherwise defined herein, have the meaning ascribed to it in the Asset Purchase Agreement.

NOW THEREFORE THIS BILL OF SALE WITNESSETH that for good and valuable consideration as set out in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by the Seller, the Seller hereby grants, bargains, sells, assigns, transfers, conveys and sets over unto the Buyer, its successors and assigns, as at and from the Effective Date, the Purchased Assets.

TO HOLD the Purchased Assets and all right, title and interest of the Buyer thereto and therein unto and to the use of the Buyer, its successors and assigns.

AND the Seller on behalf of its successors and assigns hereby covenants, promises and agrees with the Buyer and its successors and assigns as follows:

1. The Seller is now rightfully and absolutely possessed of and entitled to the Purchased Assets and the Seller now has in it good right, title and authority to assign the same unto

the Buyer, its successors and assigns, according to the true intent and meaning of this Bill of Sale and the Buyer shall immediately upon the execution and delivery of this Bill of Sale have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the Purchased Assets and every part thereof for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any person whomsoever and with good and valid title thereto, free and clear and absolutely released and discharged from and against all Encumbrances of any nature or kind whatsoever, and the Seller hereby indemnifies the Buyer with respect thereto.

2. The Seller will from time to time and at all times hereafter, upon every reasonable request and at the expense of the Buyer, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Buyer, its successors or assigns, whether for more effectually and completely vesting in the Buyer, its successors or assigns, the Purchased Assets in accordance with the terms hereof or for the purpose of registration or otherwise.

3. The Seller hereby declares that, as to any of the Purchased Assets the title to which may not have passed to the Buyer, its successors and assigns, by virtue of this Bill of Sale or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants aforesaid, the Seller holds the same in trust for the Buyer, its successors and assigns, to convey, assign and transfer the same as the Buyer may from time to time direct.

4. This Bill of Sale is to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

5. The parties may execute and deliver this Bill of Sale by facsimile or portable document format (.pdf) signature.

(Signatures appear on the following page.)

IN WITNESS WHEREOF the parties hereto have caused this Bill of Sale to be executed as of the date above written.

HUGHSON TRUCKING INC.

Per: ______________________________
Name: Justin Hughson
Title: President

I have authority to bind the Corporation.

TRI-LINE CARRIERS LP, acting by its general partner TRI-LINE CARRIERS GP INC.

Per: ______________________________
Name: Steve Brookshaw
Title: Executive Vice-President

I have authority to bind the general partner on behalf of the partnership.

Schedule 8.3(c) – Temporary Lease Agreement

See Attached.

TEMPORARY EQUIPMENT LEASE AGREEMENT

THIS AGREEMENT executed on the 4th day of December 2018 (the "**Effective Date**").

BETWEEN: **HUGHSON TRUCKING INC.,** a corporation incorporated pursuant to the laws of the Province of Alberta;
(the "**Lessor**")

AND: **TRI-LINE CARRIERS LP**, a limited partnership formed under the laws of the Province of Ontario, herein acting by its general partner **Tri-Line Carriers GP Inc.**;
(the "**Lessee**")

Recitals

WHEREAS the parties hereto entered into an Asset Purchase Agreement dated effective December 4th, 2018 (the "**APA**") which included the sale and purchase of certain equipment listed in Schedule A attached hereto (the "**Equipment**");

WHEREAS the parties have agreed to have this agreement in place to facilitate the plating and registration of the Equipment under Lessee's name while allowing Lessee to operate Equipment under Lessor's name in the meantime;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Schedules:** The Recitals and Schedules form an integral part of this agreement.

2. **Term:** The term of this agreement shall be thirty (30) days as of the Effective Date and shall expire on January 4th, 2018, unless extended by mutual agreement of the parties.

3. **Rent:** Lessee agrees to pay a rent of $10,000 to Lessor, of which rent Lessor hereby acknowledges receipt. Lessee and Lessor agree that all necessary adjustments shall be made between them upon termination of this agreement in accordance with Section 4 below, namely, but without limitation, in the event a credit is received by Lessor from the Ministry of Transportation.

4. **Termination:** This agreement shall commence on the Effective Date and terminate upon the earlier of: (i) the successful plating and registration of all Equipment under Lessee's name; or (iii) at the expiry of the term.

5. **Operating Authority, Insurance and Compliance with Law:** Lessee represents and warrants that it is duly and legally qualified to provide transportation services with the Equipment, and Lessee

agrees to comply with all applicable federal, provincial, state and local laws, regarding the provision of such services.

6. **Indemnity:** Lessee shall indemnify and save Lessor harmless from all claims, costs, losses, violations, obligations, liabilities, damages, expenses and legal costs howsoever arising as a consequence of operating the Equipment or any part thereof during the term of this agreement.

7. **Supervision and Control:** All transportation shall be conducted under the direction, control and supervision of Lessee pursuant to the terms and conditions of Lessee's permits while transporting material.

8. **Insurance:** Lessee warrants that it is duly insured on all Equipment with limits of at least $5,000,000 per occurrence, and that during the term of this Agreement, Lessor shall be named additional insured on said insurance.

9. **Applicable Law:** This agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

10. **Successors and Assigns:** This agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and permitted assigns. Neither party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this agreement without the prior written consent of the other party.

11. **Counterparts:** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or e-mailed form and the parties adopt any signature of a party received by e-mail as an original signature of the party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first above written.

HUGHSON TRUCKING INC.

Per: ______________________________

Name: Justin Hughson

Title: President

I have authority to bind the Corporation.

TRI-LINE CARRIERS LP, acting by its general partner TRI-LINE CARRIERS GP INC.

Per: ______________________________

Name: Steve Brookshaw

Title: Executive Vice-President

I have authority to bind the general partner on behalf of the partnership.

Schedule A
List of Equipment

Assets Owned or Financed

UNIT #	YEAR	MAKE	CLASS	MODEL	SERIALNUM	DESCRIPTION	Owned, Leased, Financed	FMV per HTI	Flatbed Equipment FMV	Debt Outstanding	Maturity	Lender
360	2012	PETERBILT	386	L	1XPHDP9X0CD154543		Financed	$ 60,000	$ 35,000		21-Feb-18	ATB
386	2014	PETERBILT	388	L	1XPWDP9X5ED230820		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
388	2014	PETERBILT	388	L	1XPWDP9X9ED230822		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
389	2014	PETERBILT	388	L	1XPWDP9X0ED230823		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
390	2014	PETERBILT	388	L	1XPWDP9X2ED230824		Financed	$ 100,000	$ 55,000		20-Jan-18	ATB
409	2005	KENWORTH		L	1XKDDB0XX5R976633		Owned	$ 25,900	$ 25,000			
4309	2015	GMC	Co. Truck	Sierra SLE 2500	1GT12YE81FF131309	3/4 ton 4x4 crew cab, Duramax	Owned	$ 44,145		$ 23,586	19-Feb-19	Davis
SAR-100	2014	Offices to go	Field	OTG 23-2rd	1F9SLB224ES217401	28' mobile office trailer	Owned	$ 20,000		$ -		
Total								**$ 550,045**	**$ 280,000**	**$ 23,586**		

Leases to be Assumed by TLC

UNIT	YEAR	MAKE	CLASS	MODEL	SERIALNUM	Location	Owned, Leased, Financed	Fair Value	Outstanding Debt	Maturity	Lender
222	2014	Lode King	SBFlat	PFJ32-3L	2LDPF3232EJ058371	Milk River	Leased	$ 50,000	$ 7,579	19-May-18	Travellers
222P	2014	Lode King	SBFlat	PFJ28-2P	2LDPF2823EJ058372	Milk River	Leased				
223	2014	Lode King	SBFlat	PFJ32-3L	2LDPF3234EJ058369	Milk River	Leased	$ 50,000	$ 7,579	19-May-18	Travellers
223P	2014	Lode King	SBFlat	PFJ28-2P	2LDPF282XEJ058370	Milk River	Leased				
229	2015	Lode King	SBFlat	PFJ32-3L	2LDPF323XFJ059527	Milk River	Leased	$ 60,000	$ 37,607	18-Oct-18	Wells Fargo
229P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2820FJ059528	Milk River	Leased	$ -			
244	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3234FJ060155	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
244P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2825FJ060156	Milk River	Leased				
246	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3231FJ060159	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
246P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2827FJ060160	Milk River	Leased				
247	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3233FJ060163	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
247P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2824FJ060164	Milk River	Leased				
248	2015	Lode King	SBFlat	PFJ32-3L	2LDPF323XFJ060161	Milk River	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
248P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2820FJ060162	Milk River	Leased				
259	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3239GJ061271	Terrace	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
259P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF282XGJ061272	Terrace	Leased				
261	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3236GJ061275	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
261P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2827GJ061276	Milk River	Leased				Wells Fargo
262	2016	Lode King	SBFlat	PFJ32-3L	2LDPF323XGJ061277	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
262P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2820GJ061278	Milk River	Leased				Wells Fargo
263	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3233GJ061279	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
263P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2829GJ061280	Milk River	Leased				Wells Fargo
264	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3231GJ061281	Milk River	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
264P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2822GJ061282	Milk River	Leased				Wells Fargo
265	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3235GJ061283	Milk River	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
265P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2826GJ061284	Milk River	Leased				Wells Fargo
268	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3236GJ061289	Milk River	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
268P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2821GJ061290	Milk River	Leased				Wells Fargo
270	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3230GJ061613	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
270P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2821GJ061614	Milk River	Leased				
271	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3237GJ061611	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
271P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2828GJ061612	Milk River	Leased				
272	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3234GJ061615	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
272P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2825GJ061616	Milk River	Leased				
274	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3231GJ061619	Milk River	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
274P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2827GJ061620	Milk River	Leased				
275	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3235FJ060715	Milk River	Leased	$ 70,000	$ 33,793	19-Nov-18	Wells Fargo
275P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2826FJ060716	Milk River	Leased	$ -			
287	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3239JJ064825	Milk River	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
287P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF282XJJ064826	Milk River	Leased				
289	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3231JJ064821	Milk River	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
289P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF2822JJ064822	Milk River	Leased				
300	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3234KJ065687	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
300P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2825KJ065688	Milk River	Leased				Stride Capital
301	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3238KJ065689	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
301P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2823KJ065690	Milk River	Leased		$ -		Stride Capital
302	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3236KJ065691	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
302P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2827KJ065692	Milk River	Leased				Stride Capital
303	2019	Lode King	SBFlat	PFJ32-3L	2LDPF323XKJ065693	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
303P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2820KJ065694	Milk River	Leased				Stride Capital
304	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3233KJ065695	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
304P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2824KJ065696	Milk River	Leased				Stride Capital

Leases to be Assumed by TLC

UNIT	YEAR	MAKE	CLASS	MODEL	SERIALNUM	Location	Owned, Leased, Financed	Fair Value	Outstanding Debt	Maturity	Lender
305	2019	Lode King	SBFlat	PFJ32-3L	2LDPF3237KJ065697	Milk River	Leased	$ 80,000	$ 81,527	22-May-18	Stride Capital
305P	2019	Lode King	SBFlat	PFJ28-2P	2LDPF2828KJ065698	Milk River	Leased				Stride Capital
228	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3236FJ059783	Terrace	Leased	$ 60,000	$ 37,607	18-Oct-18	Wells Fargo
228P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2827FJ059784	Terrace	Leased	$ -			
245	2015	Lode King	SBFlat	PFJ32-3L	2LDPF3238FJ060157	Terrace	Leased	$ 60,000	$ 14,067	18-Nov-18	Wells Fargo
245P	2015	Lode King	SBFlat	PFJ28-2P	2LDPF2829FJ060158	Terrace	Leased				
260	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3232GJ061273	Terrace	Leased	$ 70,000	$ 28,300	19-Jun-18	Wells Fargo
260P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2823GJ061274	Terrace	Leased			20-Jun-18	Wells Fargo
267	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3232GJ061287	Terrace	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
267P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2823GJ061288	Terrace	Leased				Wells Fargo
269	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3234GJ061291	Terrace	Leased	$ 70,000	$ 28,255	19-Jul-18	Wells Fargo
269P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2825GJ061292	Terrace	Leased				Wells Fargo
273	2016	Lode King	SBFlat	PFJ32-3L	2LDPF3238GJ061617	Terrace	Leased	$ 70,000	$ 29,636	19-Aug-18	Wells Fargo
273P	2016	Lode King	SBFlat	PFJ28-2P	2LDPF2829GJ061618	Terrace	Leased				
288	2018	Lode King	SBFlat	PFJ32-3L	2LDPF3235JJ064823	Terrace	Leased	$ 84,080	$ 71,232	21-Nov-18	ECN
288P	2018	Lode King	SBFlat	PFJ28-2P	2LDPF2826JJ064824	Terrace	Leased				
							Leased				
402	2015	Peterbilt	Prorated	389	1XPXDP9X7FD279300	Milk River	Leased	$ 120,000	$ 34,598	18-Jul-18	Davis
403	2015	Peterbilt	Prorated	389	1XPXDP9X9FD279301	Milk River	Leased	$ 120,000	$ 34,598	18-Jul-18	Davis
433	2016	Western Star	Prorated	4900FA	5KJNAED17GPGW1017	Milk River	Leased	$ 120,000	$ 68,388	19-Aug-18	Daimler
435	2016	Western Star	Prorated	4900FA	5KJNAED15GPGW1016	Milk River	Leased	$ 120,000	$ 68,388	19-Aug-18	Daimler
436	2016	Western Star	Prorated	4900SF	5KJJAED10GPGW1049	Milk River	Leased	$ 135,000	$ 77,933	19-Nov-18	Daimler
481	2018	Western Star	Prorated	4900FS	5KJJAED16KPKL9969	Milk River	Leased	$ 200,000	$ 185,682	25-May-22	Davis
483	2018	Western Star	Prorated	4900FS	5KJJAED12KPKL9967	Milk River	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
486	2018	Western Star	Prorated	4900FS	5KJJAED14KPKL9971	Milk River	Leased	$ 200,000	$ 188,665	25-May-22	Davis
487	2018	Western Star	Prorated	4900FS	5KJJAED16KPKL9972	Milk River	Leased	$ 200,000	$ 188,665	25-May-22	Davis
498	2019	Western Star	Prorated	4900FA	5KJJAED11KPKL9975	Milk River	Leased	$ 196,980	$ 194,134	27-Aug-22	Davis
500	2019	Peterbilt	Prorated	389SH	1XPXD49XXKD602604	Milk River	Leased	$ 203,383	$ 197,461	7-Aug-22	Davis
502	2019	Peterbilt	Prorated	389SH	1XPXD49X3KD602606	Milk River	Leased	$ 203,383	$ 197,461	7-Aug-22	Davis
454	2015	Western Star	Prorated	4900SB	5KKPALD10FPGB2258	Terrace	Leased	$ 160,000	$ 141,701	20-Aug-18	Daimler
480	2018	Western Star	Prorated	4900FS	5KJJAED19KPKL9965	Terrace	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
482	2018	Western Star	Prorated	4900FS	5KJJAED10KPKL9966	Terrace	Leased	$ 200,000	$ 185,682	23-Apr-22	Davis
485	2018	Western Star	Prorated	4900FS	5KJJAED12KPKL9970	Terrace	Leased	$ 200,000	$ 188,665	25-May-22	Davis
419	2016	WESTERN STAR	4900FA	L	5KJJAED19GPGW2863	Terrace	Leased	$ 120,000	$ 76,515.10	19-Jun-18	Wells Fargo
413	2012	KENWORTH		L	1XKDD40X9CJ956428	Terrace	Leased	$ 78,400	$ 39,069	19-Dec-18	HSBC

Total	$ 5,349,386	$ 3,767,331

This is Exhibit "E" referred to in the Affidavit of Rehman Mulji, sworn before me this 14th day of December 2018

A Commissioner of Oaths in and for Alberta

MATTHEW J. SUMMERS
Barrister & Solicitor

Form 7295
(Rev.5/97)
(AG 80)

DEBENTURE - FIXED RATE

319 - 6th Street South

Lethbridge, AB T1J 2C7 Branch Address

This Debenture dated the 25 day of May, 1999 is granted by HUGHSON TRUCKING INC. of P. O. Box 149, Milk River, Alberta T0K 1M0 (the "Corporation") to Alberta Treasury Branches ("ATB") to secure the principal sum of $165,000.00 (the "Principal Sum"), interest and other charges provided for below (the Principal Sum, interest and other charges being sometimes collectively called the "Indebtedness").

A. PROMISE TO PAY:

1. For value received, the Corporation covenants to pay to ATB at the Alberta Treasury Branch located at the above address, or at such other place in Alberta as ATB may advise, in lawful money of Canada, the Principal Sum, ON DEMAND, together with interest on all amounts of the Principal Sum remaining unpaid from time to time from the date of this Debenture until paid, both before and after default, at a rate per annum of 8.5%.

   Interest will be calculated on the daily outstanding balance of the Principal Sum. Subject to the right of ATB to demand payment in full at any time, such interest will be due and payable monthly, on such day of each month as may be specified by ATB, until the Indebtedness has been fully paid.

B. FURTHER COVENANTS, ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES OF THE CORPORATION:

2. The lien and charge created by this Debenture will take effect on its execution and will be a continuous charge for the full amount of the Indebtedness, notwithstanding the balance owing may be fluctuating and may from time to time be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Corporation or in respect of which the Corporation is liable. The Corporation will never be obliged to pay more than the ultimate balance owed by it to ATB, as determined by ATB whose determination will be binding on the Corporation. This Debenture will be held by ATB as security for all debts and obligations of the Corporation to ATB from time to time, whether direct or indirect, absolute or contingent, matured or not, and whether the Corporation is or becomes indebted or obligated to ATB as principal or surety (all of which debts and obligations will form part of the Indebtedness).

3. Neither the execution nor registration of this Debenture nor the advance in part of the Principal Sum will oblige ATB to advance the Principal Sum or any unadvanced portion of it or make any readvance.

4. As collateral security for payment of the Indebtedness and for the due observance and performance of the covenants of the Corporation contained in this Debenture, the Corporation:
   (a) mortgages and charges to and in favour of ATB as and by way of a fixed and specific mortgage and charge (subject to exceptions to leasehold contained below) its estate and interest in the real property described in Schedule "A", together with all structures, buildings, fixtures and fixed improvements now or hereafter erected or placed on it; and

   (b) charges to and in favour of ATB as and by way of a floating charge (subject to exceptions to leasehold contained below) its estate and interest in any real property, both present and future, not described in Schedule "A".

5. Notwithstanding paragraph 4 this Debenture will not encumber the last day of the term of any lease, verbal or written, or any agreement now held or hereafter acquired by the Corporation as tenant or any renewal of such lease. Rather, the Corporation will stand possessed of the reversion remaining in the Corporation of any leasehold premises for the time being demised to it upon trust to assign or dispose thereof as ATB directs.

6. For all purposes of this Debenture, the words "mortgaged property" mean and include the property and assets of the Corporation specifically mortgaged or made subject to the floating charge under this Debenture.

7. The Corporation is the owner of the real property described in Schedule "A", which is free and clear of all encumbrances except those described in Schedule "A".

8. (a) The Corporation will immediately insure and keep insured during the continuance of this security the mortgaged property to its full insurable value, with insurers approved by ATB, against loss or damage by fire, lightning, and such other risks as ATB requires. The Corporation will also obtain such other insurance, of kinds and in amounts required by ATB, including but not limited to public liability insurance, business interruption or rental loss insurance as appropriate. The Corporation will not do or permit anything which might impair, reduce or void such insurance.

   (b) The Corporation will deliver to ATB all policies of insurance with a mortgage clause attached, any loss thereunder to be payable to ATB.

   (c) The Corporation will pay all premiums necessary to obtain and maintain such insurance as the same become due and, if requested by ATB, will immediately deliver to ATB the proof of such payments. Evidence of the renewal of such insurance will, if requested by ATB, be provided to ATB at least seven business days before the existing insurance expires; otherwise ATB may insure as herein provided.

   (d) If there is loss or damage from any of the risks insured against, the Corporation will furnish proof of loss at its own expense and do all necessary acts to enable ATB to obtain payment of the insurance monies. In respect of any such insurance monies received by ATB, ATB may at its option:

      (i) apply the same in or towards substantially rebuilding, reinstating or repairing the mortgaged property; or
      (ii) apply the same in or towards payment of all or any portion of the Indebtedness; or
      (iii) pay the same in whole or in part to the Corporation, but no such payment will operate as payment or a novation of the Indebtedness or as a reduction of this Debenture; or
      (iv) apply the same partly in one way and partly in another as ATB in its sole discretion determines.

(iii) if the Corporation receives any verbal or written notice of an unauthorized release, or any complaint, order, citation or notice with regard to a release or any other environmental, health or safety matter affecting the mortgaged property ("environmental complaint") from any person or entity, including without limitation Alberta Environment or Environment Canada, then the Corporation will give immediate oral and written notice (with a copy of the environmental complaint) of such release to ATB;

(iv) the Corporation will promptly take all necessary remedial action in response to the unauthorized release; provided, however, that the Corporation will not, without ATB's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of ATB's security hereunder. ATB's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature than an immediate remedial response is necessary and it is not possible to obtain ATB's consent prior to undertaking such action. If the Corporation undertakes any remedial action the Corporation will immediately notify ATB of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all governmental authorities, to the satisfaction of ATB;

(v) in addition to and not in limitation of ATB's rights under this Debenture, ATB will have the right to take such actions, including without limitation hiring consultants and undertaking sampling and testing, as it deems necessary or advisable to remedy, remove, resolve or minimize the impact of, or otherwise deal with, any pollutant or environmental complaint upon its receipt of any notice from any person or entity, including without limitation Alberta Environment or Environment Canada, asserting the happening of an unauthorized release on, under or at the mortgaged property which, if true, could result in any order, suit or other action against the Corporation, ATB or the mortgaged property by any governmental agency or otherwise which, in the sole opinion of ATB, could jeopardize its security under this Debenture. All costs and expenses incurred by ATB in the exercise of any such rights will be added to the Indebtedness and will be payable by the Corporation upon demand;

(vi) ATB may require that the Corporation from time to time promptly cause such tests and procedures as ATB deems appropriate to be conducted by professionals in a manner satisfactory to ATB, for the purpose of assuring compliance with all federal, provincial and municipal laws and by-laws, and having such compliance certified to ATB. Such tests and procedures will be commenced promptly and completed with results reported to ATB within thirty days following written notice from ATB. All costs incurred in respect of such procedures will be paid by the Corporation. If ATB incurs any expense in respect thereof the amount thereof will be added to the Indebtedness and the Corporation will reimburse ATB for all such sums upon demand; and

(vii) the Corporation agrees to defend, indemnify, and hold ATB harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the Corporation, its operations or the mortgaged property. This indemnity will apply notwithstanding any negligent or other contributory conduct by or on the part of ATB or any one or more other parties or third parties and will survive the payment of and the satisfaction of this Debenture.

(e) Without restricting the generality of the foregoing, if gasoline or other storage tanks are located on, under, or at the mortgaged property, the Corporation will:

(i) maintain and repair such storage tanks in compliance with applicable laws, including the Fire Code, and
(ii) at the request of ATB, as additional security assign to ATB any warranties or guarantees received from the manufacturer or installer of such storage tanks.

(f) Upon request from ATB, the Corporation will:

(i) provide ATB with all information which ATB reasonably requests as to the proposed use of the mortgaged property by any tenant, and
(ii) incorporate into any proposed lease any provisions which ATB requires to be incorporated.

13. The Indebtedness will, at the option of ATB, immediately become due and payable, whether with or without prior demand therefor and without any days of grace being given to the Corporation, and this Debenture will immediately become enforceable and may be enforced without the requirement of any notice of default or non-payment from ATB to the Corporation, in each of the following events:

(a) the Corporation defaults in payment or in the observance or performance of any obligation, covenant or liability of the Corporation to ATB whether or not the same is contained in this Debenture;

(b) the Corporation defaults in payment or in the observance or performance of its obligations or liabilities to third parties who, as a result of such default, may acquire the right to take proceedings against the Corporation or the mortgaged property which might adversely affect the security of ATB or its ability to recover payment of the Indebtedness;

(c) any warranty, representation or statement made or furnished to ATB by or on behalf of the Corporation proves to have been false in any material respect when made or furnished;

(d) loss, theft, damage, destruction or encumbrance to or of any of the mortgaged property or the making of any levy, seizure or attachment in relation to any of it;

(e) any charge or encumbrance created or issued by the Corporation having the nature of a floating charge becomes enforceable;

(f) an order is made or an effective resolution passed for the winding up of the Corporation, a petition is filed for the winding up of the Corporation, or a receiver of the Corporation is appointed (even though the appointment of such receiver may not have been valid);

16. All payments and advances (in addition to the Principal Sum) made by ATB under the provisions of this Debenture, whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Corporation, together with all costs, charges and expenses incurred by ATB in relation to them, including solicitors' and agents' fees, and all fees and expenses incurred by ATB in the preparation and registration of this Debenture and for examining the mortgaged property and the title to it and for making and maintaining this Debenture a charge on the mortgaged property and all costs, charges and expenses and solicitors' and agents' fees incurred by ATB by reason of the default of the Corporation in the due observance or performance of any of its covenants in this Debenture (including without limitation in all of the foregoing cases, legal costs as between a solicitor and own client on a full indemnity basis) will be repaid immediately on demand by the Corporation to ATB. Pending such repayment all such sums will be added to and become part of the Principal Sum, will bear interest at the rate provided in paragraph 1 from the date payment is made by ATB, will be a charge on the mortgaged property and will be secured by this Debenture. ATB will have the right to deduct the amount of any such monies from any advance made to the Corporation after the date such expenditures are incurred.

17. All payments made to or received by ATB may be applied to the Indebtedness in such order as ATB thinks fit, or may be held by ATB in a collateral account, unappropriated, if ATB considers it necessary or advisable to do so.

18. This Debenture is in addition to and not in substitution for any other security or securities now or hereafter held by ATB. All such other securities will remain in full force and effect.

19. The Indebtedness will be paid and will be assignable free from any right of set-off or counterclaim or equities between the Corporation and ATB.

20. ATB may pursue its remedies under this Debenture and under any securities held by it concurrently without prejudicing one remedy to the other. The pursuance of one or more remedies will not constitute an election by ATB to abandon any other remedies available to it.

21. No waiver by ATB of a breach by the Corporation under this Debenture will take effect or be binding on ATB unless the same is in writing signed by ATB or its authorized agent. Such waiver will apply only to the particular default waived and will not operate as a waiver of any other or future default. No delay or omission on the part of ATB to exercise any right or power hereunder will impair such right or power or be considered to be a waiver or acquiesence of any default.

22. ATB may postpone or partially discharge this Debenture but the same will not release or discharge the Corporation from any obligation or liability to ATB hereunder.

23. The taking of a judgment or judgments under any of the covenants contained in this Debenture will not operate as a merger of such covenants or of ATB's security by way of a charge against the mortgaged property, nor will it affect ATB's right to interest on the Indebtedness at the rate stipulated in paragraph 1.

24. This Debenture is issued in accordance with a duly authorized resolution of the directors or of the shareholders of the Corporation as required by the incorporating and operating documents and rules of the Corporation. All other matters and things have been done and performed to authorize and make the issuance of this Debenture and its execution and delivery a legal, valid and binding obligation of the Corporation. This Debenture is given as collateral security for the payment of the Indebtedness.

25. Any notice or demand required or permitted to be made or given by ATB to the Corporation may be validly served by leaving, mailing or telecopying the same addressed to the Corporation at the last known address of the Corporation or of any officer or director thereof, as shown on the records of ATB. In the case of mailing such notice or demand will be deemed to have been received by the Corporation on the third business day following the date of mailing. In the case of delivery or telecopying such notice or demand will be deemed to have been received on the first business day following its delivery or transmission by telecopier.

26. The Corporation will execute and deliver to ATB such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Debenture, as determined by ATB, or as may be required by ATB from time to time.

27. In interpreting this Debenture:

(a) whenever ATB is given the right, permission or discretion to take some step or to exercise some remedy, ATB will have no obligation to exercise or act on the right, permission, discretion or to do anything whatever pursuant thereto. ATB will have no liability whatsoever for choosing not to exercise or act, in whole or in part, on such right, permission, discretion or remedy:

(b) all acts, matters and things to be done, attended to or otherwise performed by the Corporation under any term, covenant or provision of this Debenture will be construed as unconditional covenants and obligations of the Corporation, whose performance or other satisfaction is required of the Corporation;

(c) wherever the phrase "mortgaged property" is used, it will be deemed to include the phrase "or any part thereof" where the context so permits;

(d) Schedule "A", and the provisions contained in additional schedules to this Debenture, if any, are incorporated by reference and form a part of this Debenture as fully as if set out in the body of this Debenture.

28. This Debenture and all its provisions will enure to the benefit of ATB, its successors and assigns and will be binding upon the Corporation, its successors and assigns.

IN WITNESS WHEREOF the undersigned has executed this Debenture as of the date first above written.

HUGHSON TRUCKING INC.

PER: ______________________

PER: ______________________

SCHEDULE "A"

Real Property

Plan 7410759
Block 37
Lot 17

Excepting thereout all mines and minerals

Plan 7410759
Block 37
Lot 18

Excepting thereout all mines and minerals

COPY OF INSTRUMENT
Registered as 9411 46362
ON
LAND TITLES OFFICE
CALGARY

AMENDING AGREEMENT/SUPPLEMENTAL MORTGAGE
(this "Agreement")

This Agreement will take effect as of March 30,2007 (the "Effective Date").

The undersigned is indebted to ALBERTA TREASURY BRANCHES ("ATB") 319 - 6th St. Lethbridge, Alberta T1J 2C7. As security for this debt, ATB holds, among other security, a certain mortgage originally registered at the Land Titles Office for the South Alberta Land Registration District on May 27,1999, as instrument number 991 146 362 (the "Mortgage") against certain lands owned by the undersigned which are described in such Mortgage (the "Existing Lands").

In consideration of the continuation of the credit extended by ATB to the undersigned and in consideration of the sum of $1.00, the receipt of which is acknowledged by the undersigned, the undersigned agrees with ATB as follows:

ARTICLE 1. AMENDING AGREEMENT

1.1 Commencing the Effective Date the rate of interest (the "Interest Rate") payable under the Mortgage will be:

Cross off any inapplicable Article and/or clauses

~~(a) A variable annual rate equal to % above the prime lending rate established from time to time by ATB.~~

-OR-

~~(b) A fixed annual rate equal to %.~~

-OR-

(c) A rate per annum equal to the greater of, from time to time:

(i) 2.00% above the prime lending rate established from time to time by ATB,

-and-

(ii) 10.00%.

Interest at the Interest Rate will be calculated on the daily outstanding balance of the principal sum (the "Principal Sum") secured by the Mortgage from time to time. The statement of ATB as to its prime lending rate and the Interest Rate applicable under the Mortgage at any time will be absolutely binding on the undersigned. Any change in ATB's prime lending rate will take effect under the Mortgage on the same day as the change to the prime lending rate.

1.2 On the Effective Date the Principal Sum secured by and payable under the Mortgage will be amended to: $.

ARTICLE 2. SUPPLEMENTAL MORTGAGE

2.1 Commencing the Effective Date the Additional Lands, if any, described on Schedule "A", if any, will be added to the Lands charged by the Mortgage and will be subject to the further charge contained in this Agreement.

ARTICLE 3. CHARGE

3.1 For securing repayment of the amounts secured by the Mortgage as herein amended, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Existing Lands and the Additional Lands, if any.

ARTICLE 4. GENERAL

4.1 This Agreement will be read and interpreted with the Mortgage and will be treated as part of it. For such purpose and to the extent necessary to give effect to this Agreement, the Mortgage will be regarded as being amended and the Mortgage so amended, together with all the remaining conditions and covenants in it, will remain in full force and effect.

4.2 All terms, conditions and provisions contained in the Mortgage which call for performance by the Mortgagor will be considered covenants and the use of either the word "will" or the word "shall" will have the same mandatory meaning, requiring performance by the Mortgagor.

4.3 The undersigned will be responsible for and will pay when rendered all fees and disbursements of ATB, including without limitation legal fees as between a solicitor and own client on a full indemnity basis, in connection with the preparation and registration of this Agreement and all other work related to it or to the Mortgage as amended in this Agreement.

4.4 Nothing in this Agreement and no act or omission of ATB in respect of it will in any way prejudice the rights, remedies or powers of ATB with respect to the Mortgage. Neither this Agreement nor anything contained in it will constitute a novation of the Mortgage.

IN WITNESS WHEREOF the undersigned and ATB have executed this Agreement this 4th day of April,2007

Hughson Trucking Inc.

Witness: John Nelson

Per

Witness:

ALBERTA TREASURY BRANCHES

Witness:Lorelei Kempenaar

Per: CMBerge
Charlotte M. Berge
Title: Branch Officer

Witness:

Per:

Title: LAWRENCE ALEXANDER
CORPORATE OFFICER

DOWER ACT
AFFIDAVIT

I, , of , Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.

Delete inapplicable clauses.

2. (a) I am not married.

or

(b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

or

(c) I am married to being the person who executed the release of dower rights registered in the Land Titles Office on , as instrument number .

or

(d) A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on , as instrument number .

SWORN before me at
in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

DOWER ACT
CONSENT OF SPOUSE

I, , being married to , do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the Dower Act, to the extent necessary to give effect to the disposition.

DOWER ACT
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by apart from [HER/HIS][HUSBAND/WIFE].
2. acknowledged to me that [SHE/HE]
   (a) is aware of the nature of the disposition,
   (b) is aware that the Dower Act gives [HER/HIM] a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
   (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to [HIM/HER] by the Dower Act to the extent necessary to give effect to the said disposition,
   (d) is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at in the Province of Alberta on , 20 .

____
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires ______________________

AFFIDAVIT OF EXECUTION

I, John Nelson of the city of Lethbridge in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see Justin Hughson named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the city of Lethbridge in the Province of Alberta, and that I am subscribing witness thereto.
3. That I know the said person(s) and he is (are) in my belief of the full age of eighteen years.

SWORN before me at the city of Lethbridge,
in the Province of Alberta, April 4 ,2007.

______________________________ Sonia Nicas
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires December 1, 2008

____
John Nelson

AFFIDAVIT OF EXECUTION

I, Lorelei Kempenaar of the city of Lethbridge in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see Charlotte M. Berge named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the city of Lethbridge in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person(s) and she is(are) in my belief of the full age of eighteen years.

SWORN before me at the city of Lethbridge,
in the Province of Alberta, April 4 , 2007.

______________________________ Sonia Nicas
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires December 1, 2008

____
Lorelei Kempenaar

AFFIDAVIT OF EXECUTION

I, of in the Province of Alberta MAKE OATH AND SAY:

4. That I was personally present and did see named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
5. That the same was executed at in the Province of Alberta, and that I am the subscribing witness thereto.
6. That I know the said person(s) and he is(are) in my belief of the full age of eighteen years.

SWORN before me at ,
in the Province of Alberta, , .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Justin Hughson of the town of Milk River in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or director of Hughson Trucking Inc. named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the city of Lethbridge,
in the Province of Alberta, April 4 , 2007.

Justin Hughson

cmberge Charlotte Berge
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires February 17, 2008

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, of in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or director of named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at ,
in the Province of Alberta, , .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

AFFIDAVIT OF EXECUTION

I, James Humbke, of Calgary in the Province of Alberta, MAKE OATH AND SAY:

1. That I was personally present and did see Lawrence Alexander named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Calgary in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person(s) and he (she/they) is (are) in my belief of the full age of eighteen years.

SWORN before me at Calgary
in the Province of Alberta, this 11th day of April, 2007

A Commissioner for Oaths in and for the Province of Alberta
Sarah Meade

My Commission Expires April 25, 2008

James Humbke

AMENDING AGREEMENT
(this "Agreement")

This Agreement will take effect as of June 10, 2010 (the "Effective Date").

The undersigned is indebted to ALBERTA TREASURY BRANCHES ("ATB"). As security for this debt, ATB holds, among other security, a certain mortgage, originally registered at the Land Titles Office as instrument number 991 146 362 (the "Mortgage"), against the following lands owned by the undersigned and which are legally described as:

PARCEL 1:

Plan 7410759
Block 37
Lot 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 2:

Plan 7410759
Block 37
Lot 18
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Existing Lands").
[*If applicable:*
***** Note that this Mortgage has been previously amended by Instrument No. ____________________ dated**
____________________________ .]

In consideration of the continuation of the credit extended by ATB to the undersigned and in consideration of the sum of $1.00, the receipt of which is acknowledged by the undersigned, the undersigned agrees with ATB as follows:

ARTICLE 1. AMENDING AGREEMENT

1.1 On the Effective Date, the principal sum secured by and payable under the Mortgage will increase by an amount of $85,000.00 and will be amended to $250,000.00.

1.2 For securing repayment of the amounts secured by the Mortgage, as hereby amended, the Mortgagor(s) hereby mortgage(s) to ATB all their estate and interest in the Existing Lands.

ARTICLE 2. GENERAL

2.1 This Agreement will be read and interpreted with the Mortgage and will be treated as part of it. For such purpose and to the extent necessary to give effect to this Agreement, the Mortgage will be regarded as being amended and the Mortgage so amended, together with all the remaining conditions and covenants in it, will remain in full force and effect.

2.2 All terms, conditions and provisions contained in the Mortgage which call for performance by the Mortgagor(s) will be considered covenants and the use of either the word "will" or the word "shall" will have the same mandatory meaning, requiring performance by the Mortgagor(s).

2.3 The undersigned will be responsible for and will pay when rendered all fees and disbursements of ATB, including, without limitation, legal fees as between a solicitor and own client, on a full indemnity basis, in connection with the preparation and registration of this Agreement and all other work related to it or to the Mortgage as amended in this Agreement.

2.4 Nothing in this Agreement and no act or omission of ATB in respect of it will in any way prejudice the rights, remedies or powers of ATB with respect to the Mortgage. Neither this Agreement nor anything contained in it will constitute a novation of the Mortgage.

IN WITNESS WHEREOF, the undersigned and ATB have executed this Agreement this 10th day of June, 2010.

Karen Weinkauf

Witness: Karen Weinkauf

Hughson Trucking Inc.

Witness:

ALBERTA TREASURY BRANCHES

Witness: ~~John Nelson~~

Per:

Todd Francis, **Branch Officer**
Authorized Representative of Alberta Treasury Branches

Vanesa Fekete

Witness:

Per:

LAWRENCE ALEXANDER **Corporate Officer**
Authorized Representative of Alberta Treasury Branches

DOWER ACT
AFFIDAVIT

I, , of , Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.

Delete inapplicable clauses.

2. (a) I am not married.

or

(b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

or

(c) I am married to being the person who executed the release of dower rights registered in the Land Titles Office on , as instrument number .

or

(d) A judgment for damages was obtained against me by my spouse and registered in the Land Titles Office on , as instrument number .

SWORN before me at
in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

DOWER ACT
CONSENT OF SPOUSE

I, , being married to , do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the *Dower Act*, to the extent necessary to give effect to the disposition.

DOWER ACT
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by apart from [HER/HIS][HUSBAND/WIFE].

2. acknowledged to me that [SHE/HE]
   (a) is aware of the nature of the disposition,
   (b) is aware that the *Dower Act* gives [HER/HIM] a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
   (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to [HIM/HER] by the *Dower Act* to the extent necessary to give effect to the said disposition,
   (d) is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires .

AFFIDAVIT OF EXECUTION

I, Karen Weinkauf of the City of Lethbridge, in the Province of Alberta MAKE OATH AND SAY THAT:

1. I was personally present and did see Justin Hughson who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duty sign the instrument;

2. The same was executed at the City of Lethbridge, in the Province of Alberta, and that I am subscribing witness thereto.

3. I know the said person(s) and he is (are), in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of Lethbridge,
in the Province of Alberta on June 10,2010.

Karen Weinkauf

Karen Weinkauf

John Nelson
A Commissioner for Oaths in ~~and for~~ the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires June 10, 2010

AFFIDAVIT OF EXECUTION

I, John Nelson of the City of Lethbridge, in the Province of Alberta MAKE OATH AND SAY THAT:

1. I was personally present and did see Todd Francis who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duty sign the instrument;

2. The same was executed at the City of Lethbridge, in the Province of Alberta, and that I am subscribing witness thereto.

3. I know the said person(s) and he is (are), in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of Lethbridge,
in the Province of Alberta on June 10,2010.

Karen Weinkauf Karen Weinkauf
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires September 19, 2010

John Nelson

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Justin Hughson of the Town of Milk River, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, or director, of Hughson Trucking Inc. (the "Corporation") named in the within or annexed instrument.

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

SWORN before me at the City of Lethbridge,
in the Province of Alberta, on June 10, 2010.

Karen Weinkauf Karen Weinkauf
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires September 19, 2010

Justin Hughson

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, of , in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, or director, of (the "Corporation") named in the within or annexed instrument.

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

SWORN before me at ,
in the Province of Alberta, on , .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

AFFIDAVIT OF EXECUTION

I, Vanesa Fekete of Calgary in the Province of Alberta, MAKE OATH AND SAY:

1. That I was personally present and did see Lawrence Alexander , Corporate Officer named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at Calgary in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person(s) and he (she/they) is (are) in my belief of the full age of eighteen years.

SWORN before me at Calgary
in the Province of Alberta, this 15th day of June, 2010

Vanesa Fekete

Vanesa Fekete

Chr Edel

A Commissioner for Oaths in and for the Province of Alberta
Christopher L. Edel

My Commission Expires September 8, 2010

AMENDING AGREEMENT
(this "Agreement")

This Agreement will take effect as of July 9th, 2013 (the "Effective Date").

The undersigned is indebted to ALBERTA TREASURY BRANCHES ("ATB"). As security for this debt, ATB holds, among other security, a certain mortgage, originally registered at the Land Titles Office as instrument number 991 146 362 (the "Mortgage"), against the following lands owned by the undersigned and which are legally described as:

Plan 7410759
Block 37
Lot 17
Excepting Thereout All Mines and Minerals

and

Plan 7410759
Block 37
Lot 18
Excepting Thereout All Mines and Minerals

(the "Existing Lands").

[*If applicable:*
***** Note that this Mortgage has been previously amended by Instrument No.** 101 181 399 **dated June 17, 2010** .]

In consideration of the continuation of the credit extended by ATB to the undersigned and in consideration of the sum of $1.00, the receipt of which is acknowledged by the undersigned, the undersigned agrees with ATB as follows:

ARTICLE 1. AMENDING AGREEMENT

1.1 On the Effective Date, the principal sum secured by and payable under the Mortgage will increase by an amount of $250,000.00 and will be amended to $500,000.00.

1.2 For securing repayment of the amounts secured by the Mortgage, as hereby amended, the Mortgagor(s) hereby mortgage(s) to ATB all their estate and interest in the Existing Lands.

ARTICLE 2. GENERAL

2.1 This Agreement will be read and interpreted with the Mortgage and will be treated as part of it. For such purpose and to the extent necessary to give effect to this Agreement, the Mortgage will be regarded as being amended and the Mortgage so amended, together with all the remaining conditions and covenants in it, will remain in full force and effect.

2.2 All terms, conditions and provisions contained in the Mortgage which call for performance by the Mortgagor(s) will be considered covenants and the use of either the word "will" or the word "shall" will have the same mandatory meaning, requiring performance by the Mortgagor(s).

2.3 The undersigned will be responsible for and will pay when rendered all fees and disbursements of ATB, including, without limitation, legal fees as between a solicitor and own client, on a full indemnity basis, in connection with the preparation and registration of this Agreement and all other work related to it or to the Mortgage as amended in this Agreement.

2.4 Nothing in this Agreement and no act or omission of ATB in respect of it will in any way prejudice the rights, remedies or powers of ATB with respect to the Mortgage. Neither this Agreement nor anything contained in it will constitute a novation of the Mortgage.

IN WITNESS WHEREOF, the undersigned and ATB have executed this Agreement this 9th day of July, 2013.

John Nelson
Witness: John Nelson

Witness:

Witness:Lorelei Kempenaar

Witness:Lorelei Kempenaar

Hughson Trucking Inc.

Justin Hughson

ALBERTA TREASURY BRANCHES

Per:
Kevin Winters, **Relationship Manager Branch Officer**
Authorized Representative of Alberta Treasury Branches

Per:
Daryn Wenaas Director, **Corporate Officer**
Authorized Representative of Alberta Treasury Branches

DOWER ACT
AFFIDAVIT

I, , of , Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.

Delete inapplicable clauses.

2. (a) I am not married.

or

(b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

or

(c) I am married to being the person who executed the release of dower rights registered in the Land Titles Office on , as instrument number .

or

(d) A judgment for damages was obtained against me by my spouse and registered in the Land Titles Office on , as instrument number .

SWORN before me at
in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

DOWER ACT
CONSENT OF SPOUSE

I, , being married to , do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the *Dower Act*, to the extent necessary to give effect to the disposition.

DOWER ACT
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by apart from [HER/HIS][HUSBAND/WIFE].

2. acknowledged to me that [SHE/HE]
   (a) is aware of the nature of the disposition,
   (b) is aware that the *Dower Act* gives [HER/HIM] a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
   (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to [HIM/HER] by the *Dower Act* to the extent necessary to give effect to the said disposition,
   (d) is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at in the Province of Alberta on , 20 .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires .

AFFIDAVIT OF EXECUTION

I, Lorelei Kempenaar of the City of Lethbridge, in the Province of Alberta MAKE OATH AND SAY THAT:

1. I was personally present and did see Kevin Winters,Branch Officer-Relationship Manager and Daryn Wenaas,Corporate Officer-Director who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

LK mm

or

~~I was personally present and did see who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;~~

(1) LK mm

2. The same was executed at the City of Lethbridge, in the Province of Alberta, and that I am subscribing witness thereto.

3. I know the said person(s) and he is (are), in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of Lethbridge,
in the Province of Alberta on July 16th,2013.

Lorelei Kempenaar

Marilyn McLean
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires July27th,2015

AFFIDAVIT OF EXECUTION

I, John Nelson of the City of Lethbridge, in the Province of Alberta MAKE OATH AND SAY THAT:

1. I was personally present and did see Justin Hughson who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

~~I was personally present and did see who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duty sign the instrument;~~

2. The same was executed at Milk River, in the Province of Alberta, and that I am subscribing witness thereto.

3. I know the said person(s) and he is (are), in my belief, of the full age of eighteen (18) years.

SWORN before me at Lethbridge,
in the Province of Alberta on July 9th,2013.

John Nelson

Kevin Winters
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires June 12th,2014

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Justin Hughson of Milk River, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, or director, of Hughson Trucking Inc. (the "Corporation") named in the within or annexed instrument.

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

SWORN before me at Milk River,
in the Province of Alberta, on July 9th, 2013.

Justin Hughson

John Nelson
A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires June 10th,2014

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, of , in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer, or director, of (the "Corporation") named in the within or annexed instrument.

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

SWORN before me at ,
in the Province of Alberta, on , .

A Commissioner for Oaths in and for the Province of Alberta
(Print or Stamp Name Next to Signature)

My Commission Expires

GENERAL SECURITY AGREEMENT

Non-Consumer

TO: Alberta Treasury Branches
("ATB")

BRANCH: 319 - 6th Street South
Lethbridge, AB T1J 2C7

FROM: (the "Debtor")
HUGHSON TRUCKING INC., of Box 149, Milk River, AB T0K 1M0

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta, as in force at the date of this Agreement, which Act including amendments thereto and any Act substituted therefor and amendments thereto is herein defined as the "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising (present and future, absolute and contingent) (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favour of ATB in the undertaking of the Debtor and in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, accessions thereto and substitutions therefor (the "Collateral"). The Debtor warrants and acknowledges to and in favour of ATB that:

(a) the parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;
(b) the parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and
(c) value has been given.

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the Indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and future advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, without the prior written consent of ATB:

(a) Sell or dispose of any of the Collateral otherwise than for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
(b) Create or incur any Security Interest, lien, assessment, or encumbrance upon any of the Collateral which ranks or purports to rank, or is capable of being enforced in priority to or equally with the Security Interest granted under this Agreement, except Purchase Money Security Interests and Leases incurred in the ordinary course of the Debtor's business.
Nothing in this paragraph creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of a security interest in any of the Collateral.

If the Collateral compromises any Security, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to ATB and will allow ATB to retain possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with ATB that:

(a) The Collateral is owned by the Debtor free of all Security Interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances shown on Schedule "B" hereto;
(b) Each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;
(c) The Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;
(d) This Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;
(e) There is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statue, rule or regulation, or any judgement, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(f) There is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder;
(g) The names of the Debtor are accurately and fully set out above, and the Debtor is not known by any other names.
(h) The collateral is located in the Province of Alberta unless otherwise indicated on Schedule "A" hereto;
(i) The collateral, except as previously communicated to ATB in writing, does not consist of goods that are of a kind that are normally used in more than one jurisdiction;
(j) The Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province of Alberta.

6. COVENANTS OF THE DEBTOR

The debtor hereby covenants with ATB that:

(a) The Debtor owns and will maintain the Collateral free of Encumbrances, except those described in Schedule "B" hereto, or hereafter approved in writing by ATB prior to their creation or assumption and will defend title to the Collateral for the benefit of ATB against the claims and demands of all persons;
(b) The Debtor will maintain the collateral in good condition and repair and will not allow the value of the Collateral to be impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;
(c) The Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
(d) The Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the debtor and will punctually pay all debts and obligations to labourers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement;
(e) The Debtor will punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
(f) The Debtor will immediately give notice to ATB of:
  (i) any change in the location of the Collateral;
  (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not);
  (iii) any material loss of or damage to Collateral;
  (iv) the details of any claims or litigation affecting materially the Debtor or Collateral; and
  (v) any change of its name;
(g) The Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB in terms satisfactory to ATB and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
(h) The Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;
(i) The Debtor will not remove any of the Collateral from Alberta without prior written consent of ATB.
(j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
(k) ATB may from time to time specify to the Debtor in writing affirmative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement;
(l) The Debtor will not permit the Collateral to become affixed to real or other personal property without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises.

7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

(a) The Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to ATB;
(b) The Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;
(c) Any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;
(d) The Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
(e) Any of the licenses, permits or approvals granted by any government or any government authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
(f) An order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;
(g) The Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the Bankruptcy and Insolvency Act or any other act for the benefit of its creditors;
(h) Any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured Party takes possession of any of the Debtor's property;

(i) Any material advers[illegible]nge occurs in the financial position of the Deb[illegible]

(j) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) ATB has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(c) ATB may appoint any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager;

(d) Any Receiver will have the power:

  (i) To take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

  (ii) To carry on or concur in carrying on the business of the Debtor;

  (iii) To sell or lease any Collateral;

  (iv) To make any arrangement or compromise which he may think expedient in the interest of ATB;

  (v) To pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

  (vi) To hold as additional security any increase or profits resulting from the Collateral

  (vii) To exercise all rights that ATB have under this Agreement or otherwise at law;

  (viii) With the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

  (ix) To enter into and to occupy any premises in which the Debtor has any interest.

(e) The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(f) Any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(g) Neither ATB nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;

(h) Neither ATB nor the Sheriff is required to keep Collateral identifiable;

(i) ATB may use the Collateral in any manner as it in its sole discretion deems advisable.

9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and after default under this Agreement shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. SECURITIES

If Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective.

11. COLLATERAL IN POSSESSION OF ATB

Collateral held in possession of ATB pursuant to this Agreement is in this clause referred to as "Retained Collateral". The Debtor agrees with ATB that:

(a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
(b) ATB shall not be obliged to collect or see to the payment of revenues, incomes, interest or dividends upon any of the Retained Collateral, but all such revenues, incomes, interest or dividends, if any when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
(c) The Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit;
(d) ATB shall have all rights and powers, but shall not be required to exercise, any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral;
(e) If, in the reasonable opinion of ATB, any or all of the Retained Collateral has depreciated in value, ATB may by notice in writing require the Debtor to replace such Retained Collateral with further collateral of sufficient value to cover the depreciation. ATB may realize upon all or any of the Retained Collateral, if the Debtor does not provide further collateral of sufficient value, in any manner as ATB sees fit.

12. ACCELERATION

In the event of Default, ATB, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable.

13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by leaving the same or by mailing the same prepaid registered mail addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

14. COSTS AND EXPENSES

The Debtor agrees to pay all costs, charges and expenses reasonably incurred by ATB or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal fees as between a solicitor and his own client on a full indemnity basis), in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, disposition and charges and expenses together with any monies owing as a result of any borrowing by ATB or any Receiver appointed by it shall be a first charge on the proceeds or realization, collection, or disposition of Collateral and shall be secured hereby.

15. MISCELLANEOUS

(a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has been so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on ATB's records subsequent thereto.
(b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral.
(c) Upon the Debtor's failure to perform any of its duties under this Agreement, ATB may, but shall not obligated to, perform any such duties, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against ATB.
(e) If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and several.
(f) This agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect.
(g) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time.
(h) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in our toward payment of any portion of the Indebtedness.

16. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term.

(d) This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

17. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 25 day of May, 1999.

WITNESS: DEBTOR:

HUGHSON TRUCKING INC.

SCHEDULE A

All of the Debtor's present and after-acquired personal property including without in any way restricting the generality of the foregoing:

All accounts, accounts receivable, instruments and debts which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not), and other documents of any kind which in any way evidence or relate to any or all of the accounts, instruments, and debts.

All inventory of the Debtor

All of the specific property listed in Page 2 of Schedule A

SCHEDULE B

Any interest of a Lessor in those items marked with an "L" in Page 2 of Schedule A.