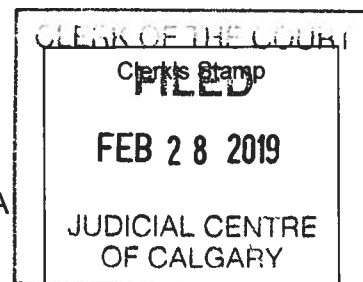


COURT FILE NUMBER 1801-17912  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF ATB FINANCIAL (FORMERLY ALBERTA TREASURY  
BRANCHES)  
DEFENDANTS HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON,  
DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON  
DOCUMENT APPLICATION  
ADDRESS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



**NOTICE TO RESPONDENTS:**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard, as shown below:

Date: March 5, 2019  
Time: 11:00 a.m.  
Where: Calgary Courts Center  
Before Whom: Justice M.H. Hollins

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

**Remedy claimed or sought:** Ernst & Young Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the assets, properties, and undertaking (collectively, the "**Property**") of Hughson Trucking Inc. (the "**Debtor**") pursuant to the Consent Receivership Order (the "**Receivership Order**") granted on December 19, 2018, in the within proceedings (the "**Receivership Proceedings**") applies for certain Orders, substantially in the forms attached as Schedules "**A**" and "**B**" hereto:

### **Service**

1. If necessary, declaring, that the time for service of this application (the “**Application**”) and the First Report of the Receiver, dated February 28, 2019 (the “**First Receiver’s Report**”), is abridged, that the Application is properly returnable on March 5, 2019, that service of the Application and the First Receiver’s Report on the service list is good and sufficient, and that no persons other than those on the service list are entitled to service of the First Receiver’s Report, the Application, or any orders arising therefrom.

### **Authority to Sell**

2. Declaring that the Receiver has the authority to sell, convey, and transfer all of the Auction Assets (as defined pursuant to the below) and any other Property subject to the Century Proposal (as defined below).

### **Approval of Century Proposal**

3. Approving the Asset Disposition Proposal, dated February 22, 2019 (the “**Century Proposal**”), between the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor and Century Services Corp. (the “**Century**”), attached as Confidential Appendix “**C**” to the First Receiver’s Report, and the sale and transfer of the assets set out in Schedule “**A**” (the “**Auction Assets**”) of the proposed form of Order (Century Proposal Approval), attached as Schedule “**A**” to this Application, and vesting title in and to the Auction Assets in the applicable purchaser(s) pursuant to the Century Proposal or their nominee (collectively, the “**Purchaser**”), free and clear of all encumbrances, upon the delivery and filing of the Receiver’s Certificate as contemplated in the proposed form of Order (Century Proposal Approval).

4. Authorizing and empowering the Receiver to take possession of any of the Auction Assets not currently in the Debtor’s possession or control and ordering that all persons in possession of any of the Auction Assets immediately deliver possession thereof to the Receiver.

### **Interim Distribution**

5. Declaring that the security granted by the Debtor to and in favour of ATB Financial (“**ATB**”) is valid and enforceable.

6. Subject to and upon establishing appropriate holdbacks, authorizing and empowering, the Receiver to make distributions to ATB, up to the amount of the indebtedness, liabilities, and obligations owed by the Debtor to ATB.

#### **Sealing the Confidential Appendices**

7. Sealing Confidential Appendix “A”, “B” and “C” to the First Receiver’s Report (collectively, the “**Confidential Appendices**”), on the Court file, until the filing of the corresponding Receiver’s Certificate.

#### **Miscellaneous Matters**

8. Ordering and declaring that service of any orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery, to the persons present at the Application shall constitute good and sufficient service of such orders and that no persons, other than those present at the Application, are entitled to be served with a copy of such orders.

9. Such further and other relief as counsel for the Receiver may advise and this Honourable Court considers to be just and appropriate in the circumstances.

**Grounds for Making this Application:** The grounds for the Application are as follows:

10. The Receiver was appointed as receiver and manager of the Debtor’s Property pursuant to and in accordance with the Receivership Order.

11. Pursuant to the Receivership Order, the Receiver is empowered and authorized to sell the Property with the approval of this Honourable Court.

12. Certain creditors of the Debtor, being lessors of certain equipment, goods, property, inventory, and rolling stock have taken the position that the Receiver may not have the authority to sell certain pieces of the Auction Assets.

13. Upon the commencement of the Receivership Proceedings, the Receiver completed an analysis of each individual leased piece of equipment to determine whether or not each piece of leased equipment has any equity which can be recovered for the benefit of the Debtor’s estate and stakeholders.

14. Pursuant to a desktop analysis of value completed by Ernst & Young Inc.’s internal capital equipment valuation department, as at December 19, 2018, the Receiver determined

that the Auction Assets likely have equity, which should be recovered for the benefit of the Debtor's estate.

15. Subject to the verification of any priority claims, the Receiver intends to release any equipment which does not form part of the Auction Assets to the corresponding first ranking secured creditors or equipment lessors.

16. The Auction Assets were sufficiently exposed to the relevant market in a commercially reasonable and fair marketing process. Specifically, the Receiver reached out to fourteen (14) different auctioneers and interested parties requesting proposals concerning the marketing, auction, and sale of the Auction Assets, on a net minimum guarantee basis. As a result, the Receiver obtained seven (7) different proposals concerning the sale and/or auction of the Auction Assets.

17. Century's offer was selected as the highest and best offer. The Receiver and Century subsequently negotiated the Century Proposal.

18. The Century Proposal is conditional, *inter alia*, on the approval of this Honourable Court.

19. The Century Proposal provides for the complete sale and marketing process of all of the Auction Assets. This will allow for a larger auction to increase awareness and interest and reduce individual administrative costs for such sales, enabling the Debtor and its stakeholders to benefit from such *en bloc* sale.

20. The *en bloc* realization of the Auction Assets, the net minimum guarantee provided by Century (as part of the Century Proposal), and the combination of a pre-sale and auction process are expected to result in the highest and best price that can be obtained for the Auction Assets, in the circumstances, and, as a result, the Century Proposal, as proposed, is in the best interests of the estate of the Debtor and its stakeholders.

21. Certain of the Auction Assets are currently held by various entities and persons, such as the corresponding equipment lessor.

22. Pursuant to the Receivership Order, the Receiver is empowered and authorized to take possession of and exercise control over the Property, which includes the Auction Assets. It is therefore appropriate to authorize and empower the Receiver to take possession of the Auction

Assets so that the Receiver may realize upon such Auction Assets as part of the Century Proposal.

23. Shortly before the Receivership Order was granted, the Debtor entered into and closed the Asset Purchase Agreement, dated December 4, 2018 (the “**Tri-Line PSA**”), between the Debtor, as vendor, and Tri-Line Carriers LP, by its general partner Tri-Line Carriers GP Inc. (“**Tri-Line**”), as purchaser. The proceeds (the “**Tri-Line Proceeds**”) derived from the Tri-Line PSA were paid over to the Receiver to be dealt with as part of the Debtor’s Receivership Proceedings.

24. The Tri-Line Proceeds were derived from, among other sources, the sale of the Debtor’s financed and leased equipment, with all lessors being paid out at closing.

25. The Receiver’s legal counsel has reviewed ATB’s security and has advised the Receiver that, subject to the standard and customary qualifications, assumptions, and limitations, the security of ATB over the Property is valid and enforceable.

26. Subject to establishing appropriate holdbacks in connection with any priority claims and unresolved disputes, the Receiver currently holds funds available for distribution to ATB.

27. The Receiver has provided information concerning: (i) the valuation of the Auction Assets; (ii) the various proposals received in response to the Receiver’s request for auction proposals; and, (iii) an unredacted version of the Century Proposal setting out the corresponding net minimum guarantee associated with the Century Proposal, in the Confidential Appendices. The public disclosure and dissemination of the information in the Confidential Appendices would cause serious and irreparable harm to the estate of the Debtor and its stakeholders should the valuation of the Auction Assets become public prior to their sale or auction or, additionally, in the event that the Century Proposal fails to close and the Receiver is forced to remarket the Auction Assets to other auctioneers or the general public. The limited sealing provision that the Receiver seeks on this Application, in respect of the Confidential Appendices, is a fair and reasonable method of addressing the serious and irreparable harm that would result if the Confidential Appendices were publically disseminated.

28. Such further and other considerations as counsel may advise and this Honourable Court considers just and appropriate in the circumstances.

**Affidavit or other Evidence and Materials to be used in Support of this Application:**

29. The First Receiver's Report, filed.

30. Such further and other evidence or materials as counsel for the Receiver may advise and this Honourable Court may permit.

**Applicable Rules:**

31. Rule 6.3(1), 6.9(1), 6.28, and 11.27 of the *Alberta Rules Of Court*, Alta. Reg. 124/2010.

32. Such further and other rules as counsel for the Receiver may advise and this Honourable Court may permit.

**Applicable Acts and Regulations:**

33. The *Bankruptcy and Insolvency Act* (Canada).

34. Such further and other acts and regulations as counsel for the Receiver may advise and this Honourable Court may permit.

**Any Irregularity Complained of or Objection Relied On:**

35. There are no irregularities complained of or objections relied on.

**How the Application is Proposed to be Heard or Considered:**

36. The Receiver proposes that this application be heard in person with one, some, or all of the parties present.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A" TO THE APPLICATION**

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

Clerk's Stamp

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

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

**AND UPON HAVING READ** the Receivership Order, dated December 18, 2018, the First Receiver's Report, and the Affidavit of Service of Katie Doran, sworn on • (the "**Service Affidavit**"), all filed; **AND UPON** having read Confidential Appendix "**A**", "**B**", and "**C**" to the First Receiver's Report, unfilled; **AND UPON HEARING** the submissions of counsel for the Receiver and for any other parties who may be present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**DEFINED TERMS**

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

**AUTHORITY TO SELL**

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

**APPROVAL OF THE TRANSACTIONS**

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

Proposal, to perform its obligations under the Century Proposal and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions or for the conveyance of the Auction Assets to the Purchaser (or its nominee).

## **VESTING OF THE AUCTION ASSETS**

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

(a) any encumbrances or charges created by the Receivership Order; and,

(b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

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

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

6. The Receiver, to the extent able and necessary, is hereby authorized and directed to take all necessary steps and execute any and all documents to effect any and all discharges relating to the Claims and Encumbrances and the registrars and all other persons in control of or otherwise supervising such offices of registration or recording shall forthwith remove and discharge all such registrations.

7. Century shall pay the full amount of the net minimum guarantee and the purchase price, as applicable and provided for in the Century Proposal and as adjusted pursuant to the terms therein, to the Receiver. For the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Auction Assets (to be held in an a trust account by the Receiver), following any closing adjustments made in accordance with the terms of the Century Proposal, shall stand in the place and stead of the Auction Assets and, from and after the delivery of the Receiver's Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Auction Assets with the same priority as they had with respect to the Auction Assets immediately prior to the sale of such Auction Assets, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. The Purchaser (or its nominee, if any) shall, by virtue of the completion of the Transactions, have no liability of any kind whatsoever in respect of any Claims against the Debtor.

9. The Purchaser (or its nominee) shall be entitled to hold and enjoy the Auction Assets for its own use and benefit without any interference of or by any Person claiming by or through or against the Debtor.

10. Upon the completion of the Transactions, the Debtor and all persons who claim by, through or under the Debtor in respect of the Auction Assets, shall stand absolutely and forever barred, estopped, and foreclosed from all estate, right, title, interest, rental, equity of redemption, or Encumbrance in respect of or to the Auction Assets and, to the extent that any such persons remain in possession or control of any of the Auction Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to Century.

12. Notwithstanding:

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

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

#### **MISCELLANEOUS MATTERS**

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

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

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

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

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

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

**SCHEDULE "A" TO THE ORDER (Century Proposal Approval)**  
**AUCTION ASSETS**

| Unit | Year | Make          | Model           | Serial Number     | Lessor (if applicable)  |
|------|------|---------------|-----------------|-------------------|-------------------------|
| 392  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658418 | Davis GMC Buick Ltd.    |
| 393  | 2015 | International | 9900iSFA        | 3HSDMAPR5FN658419 | Davis GMC Buick Ltd.    |
| 394  | 2015 | International | 9900iSFA        | 3HSDMAPR1FN658420 | Davis GMC Buick Ltd.    |
| 395  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658421 | Davis GMC Buick Ltd.    |
| 397  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658423 | Davis GMC Buick Ltd.    |
| 398  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658424 | Davis GMC Buick Ltd.    |
| 399  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658425 | Davis GMC Buick Ltd.    |
| 400  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658426 | Davis GMC Buick Ltd.    |
| 401  | 2015 | International | 9900iSFA        | 3HSDMAPR3FN658427 | Davis GMC Buick Ltd.    |
| 424  | 2016 | Western Star  | 4900FA          | 5KJJAED17GPGW3252 | Daimler Truck Financial |
| 426  | 2016 | Western Star  | 4900FA          | 5KJJAED15GPGS2036 | Daimler Truck Financial |
| 427  | 2016 | Western Star  | 4900FA          | 5KJJAED18GPGW3289 | Daimler Truck Financial |
| 428  | 2016 | Western Star  | 4900FA          | 5KJJAED14GPGS2514 | Daimler Truck Financial |
| 429  | 2016 | Western Star  | 4900FA          | 5KJJAED16GPGS2515 | Daimler Truck Financial |
| 430  | 2016 | Western Star  | 4900FA          | 5KJJAED18GPGS2516 | Daimler Truck Financial |
| 431  | 2016 | Western Star  | 4900FA          | 5KJJAED17GPGS2037 | Daimler Truck Financial |
| 432  | 2016 | Western Star  | 4900FA          | 5KJJAED14GPGW3290 | Daimler Truck Financial |
| 5000 | 2016 | GMC           | Sierra SLE 1500 | 3GTU2UEC4FG279771 | HSBC Bank Canada        |
| 5001 | 2016 | GMC           | Sierra SLE2500  | 1GT12YE84FF589202 | HSBC Bank Canada        |
| 5002 | 2016 | GMC           | Sierra SLE2500  | 1GT12YE89FF588336 | HSBC Bank Canada        |
| 9365 | 2016 | HYUNDAI       | SANTA FE        | 5XYZUDLA5GG310365 | HSBC Bank Canada        |
| 411  | 2012 | Kenworth      | T800            | 1XKDD40X8CJ951267 | HSBC Bank Canada        |
| 412  | 2012 | Kenworth      | T800            | 1XKDD40XXCJ951268 | HSBC Bank Canada        |

|      |      |           |          |                   |                       |
|------|------|-----------|----------|-------------------|-----------------------|
| 224  | 2015 | Lode King | HGF28-3L | 2LDHG2831FF059146 | Canadian Western Bank |
| 224P | 2015 | Lode King | HGF30-2P | 2LDHG3022FF059147 | Canadian Western Bank |
| 225  | 2015 | Lode King | HGF28-3L | 2LDHG2835FF058887 | Canadian Western Bank |
| 225P | 2015 | Lode King | HGF30-2P | 2LDHG3026FF058888 | Canadian Western Bank |
| 226  | 2015 | Lode King | HGF28-3L | 2LDHG2838FF059094 | Canadian Western Bank |
| 226P | 2015 | Lode King | HGF30-2P | 2LDHG3029FF059095 | Canadian Western Bank |
| 227  | 2015 | Lode King | HGF28-3L | 2LDHG2833FF059343 | Canadian Western Bank |
| 227P | 2015 | Lode King | HGF30-2P | 2LDHG3024FF059344 | Canadian Western Bank |
| 240  | 2015 | Lode King | HGF28-3L | 2LDHG2837FF060026 | Canadian Western Bank |
| 240P | 2015 | Lode King | HGF30-2P | 2LDHG3028FF060027 | Canadian Western Bank |
| 242  | 2015 | Lode King | HGF28-3L | 2LDHG2832FF060077 | Canadian Western Bank |
| 242P | 2015 | Lode King | HGF30-2P | 2LDHG3023FF060078 | Canadian Western Bank |
| 243  | 2015 | Lode King | HGF28-3L | 2LDHG2834FF060114 | Canadian Western Bank |
| 243P | 2015 | Lode King | HGF30-2P | 2LDHG3025FF060115 | Canadian Western Bank |
| 249  | 2015 | Lode King | HGF28-3L | 2LDHG2836FF060177 | Canadian Western Bank |
| 249P | 2015 | Lode King | HGF30-2P | 2LDHG3027FF060178 | Canadian Western Bank |
| 250  | 2015 | Lode King | HGF28-3L | 2LDHG2832FF060273 | Canadian Western Bank |
| 250P | 2015 | Lode King | HGF30-2P | 2LDHG3023FF060274 | Canadian Western Bank |
| 251  | 2015 | Lode King | HGF28-3L | 2LDHG2831FF060362 | Canadian Western Bank |
| 251P | 2015 | Lode King | HGF30-2P | 2LDHG3022FF060363 | Canadian Western Bank |
| 252  | 2015 | Lode King | HGF28-3L | 2LDHG3025FF060470 | Canadian Western Bank |
| 252P | 2015 | Lode King | HGF30-2P | 2LDHG3025FF060471 | Canadian Western Bank |
| 253  | 2015 | Lode King | HGF28-3L | 2LDHG2838FF060472 | Canadian Western Bank |
| 253P | 2015 | Lode King | HGF30-2P | 2LDHG3029FF060473 | Canadian Western Bank |
| 254  | 2015 | Lode King | HGF28-3L | 2LDHG2839FF060481 | Canadian Western Bank |
| 254P | 2015 | Lode King | HGF30-2P | 2LDHG302XFF060482 | Canadian Western Bank |

|       |      |              |          |                   |                               |
|-------|------|--------------|----------|-------------------|-------------------------------|
| FS132 | 2014 | BOBCAT       | S650     | ALJ812248         | Wells Fargo Equipment Finance |
| 420   | 2016 | Western Star | 4900FA   | 5KJJAED19GPGW3267 | Wells Fargo Equipment Finance |
| 416   | 2016 | Western Star | 4900FA   | 5KJJAED19GPGW0689 | Wells Fargo Equipment Finance |
| 417   | 2016 | Western Star | 4900FA   | 5KJJAED15GPGW0690 | Wells Fargo Equipment Finance |
| 418   | 2016 | Western Star | 4900FA   | 5KJJAED15GPGW2861 | Wells Fargo Equipment Finance |
| 421   | 2016 | Western Star | 4900FA   | 5KJJAED10GPGW3268 | Wells Fargo Equipment Finance |
| 422   | 2016 | Western Star | 4900FA   | 5KJJAED17GPGW2862 | Wells Fargo Equipment Finance |
| 423   | 2016 | Western Star | 4900FA   | 5KJJAED12GPGW3269 | Wells Fargo Equipment Finance |
| 134   | 2008 | Talbert      | 55HG120  | 40FSK694281028834 | ATB Financial                 |
| 171   | 2011 | Stellar      | Steller  | 2N9LB5030BE065042 | ATB Financial                 |
| 200   | 2013 | Midland      | MX3000   | 2MFB2S4D0DR007161 | ATB Financial                 |
| 240   | 2000 | Peterbilt    | 379      | 1XP5DB9X6YD515397 | ATB Financial                 |
| 284   | 2006 | Peterbilt    | 379      | 1XP5DB9X87D658334 | ATB Financial                 |
| FS105 | 2001 | John Deere   | JD230LC  | FF0230X600930     | ATB Financial                 |
| FS113 | 1994 | CAT          | D5H LGP  | 1DD06080          | ATB Financial                 |
| 170   | 2011 | Lode King    | HGF28-3L | 2LDHG2832BF051342 | ATB Financial                 |
| 170P  | 2011 | Lode King    | HGF30-2P | 2LDHG3023BF051343 | ATB Financial                 |
| 181   | 2011 | Advance      | 1300FT3  | 2L9TC5320BD079736 | ATB Financial                 |
| 182   | 2011 | Advance      | 1300FT3  | 2AEBCREH0BR000291 | ATB Financial                 |
| 183   | 2011 | Advance      | 1300FT3  | 2AEBCREH2BR000292 | ATB Financial                 |
| 184   | 2011 | Advance      | 1300FT3  | 2AEBCREH4BR000293 | ATB Financial                 |
| 203   | 2013 | Lode King    | HGF28-3L | 2LDHG2836DF055672 | ATB Financial                 |
| 203P  | 2013 | Lode King    | HGF30-2P | 2LDHG2836DF055673 | ATB Financial                 |

|      |      |            |                 |                   |                      |
|------|------|------------|-----------------|-------------------|----------------------|
| 204  | 2013 | Lode King  | HGF28-3L        | 2LDHG2833DF055578 | ATB Financial        |
| 204P | 2013 | Lode King  | HGF30-2P        | 2LDHG2833DF055579 | ATB Financial        |
| 216  | 2014 | Mac        | TR1480APB       | 5MATA4639EA029736 | ATB Financial        |
| 217  | 2014 | Mac        | TR1480APB       | 5MATA4630EA029737 | ATB Financial        |
| 376  | 2013 | Peterbilt  | 388             | 1XPWDP9X4DD212257 | ATB Financial        |
| 382  | 2014 | Peterbilt  | 388             | 1XPWDP9X3ED230816 | ATB Financial        |
| 385  | 2014 | Peterbilt  | 388             | 1XPWDP9X9ED230819 | ATB Financial        |
| 391  | 2014 | Peterbilt  | 388             | 1XPWDP9X4ED230825 | ATB Financial        |
| 5833 | 2013 | GMC        | Sierra SLE 3500 | 1GD322C89DF156833 | ATB Financial        |
| FL06 | 2013 | Manitou    | M50.4           | 8FGU30            | ATB Financial        |
| 257  | 2015 | Lode King  | HGF28-3L        | 2LDHG2838FF060522 | Royal Bank of Canada |
| 257P | 2015 | Lode King  | HGF30-2P        | 2LDHG3029FF060523 | Royal Bank of Canada |
| 258  | 2015 | Lode King  | HGF28-3L        | 2LDHG2831FF060524 | Royal Bank of Canada |
| 258P | 2015 | Lode King  | HGF30-2P        | 2LDHG3022FF060525 | Royal Bank of Canada |
| 256  | 2015 | Lode King  | HGF28-3L        | 2LDHG2834FF060520 | Royal Bank of Canada |
| 256P | 2015 | Lode King  | HGF30-2P        | 2LDHG3025FF060521 | Royal Bank of Canada |
| 25   | 1998 | Doepker    | N/A             | 2D9FDSA29J1016503 |                      |
| 25P  | 1998 | Doepker    | N/A             | 2D9FDSA3XJ1016504 |                      |
| 35   | 1988 | Doepker    | N/A             | 2D9FDSA26J1016541 |                      |
| 51   | 1979 | Fruehauf   | N/A             | DPA4F2W28         |                      |
| 54   | 1976 | Scona      | N/A             | SNT590            |                      |
| 99   | 1974 | Westtank   | N/A             | 74WR41            |                      |
| 125  | 2009 | Fontaine   | VDTT-1-8054     | 13N25330791549074 |                      |
| 128  | 2009 | Fontaine   | IX40C           | 13N34820993549507 |                      |
| 135  | 2009 | Diamond BI | N/A             | 2T9JT2S299A176770 |                      |
| 136  | 2009 | Pacesetter | PS10D           | 2P9TD13169096062  |                      |

|       |      |              |                |                     |  |
|-------|------|--------------|----------------|---------------------|--|
| 144   | 1981 | Kenworth     | W900           | M910190             |  |
| 144P  |      | Renn         | N/A            | 14M1F21379          |  |
| 241   | 1986 | Peterbilt    | 357            | 1XP9DB9X4GP196189   |  |
| 241P  | 1980 | Renn         | N/A            | 14M1F56680          |  |
| 253   | 1989 | Peterbilt    | 379            | D276509GL           |  |
| 254   | 1997 | Freightliner | FL120          | 2FUPCDYB1VA883212   |  |
| 353   | 2003 | Ford         | F350           | 1FDWF37P23ED40993   |  |
| 5445  | 2004 | Ford         | F350           | 1FDWF36L64EC22445   |  |
| FL02  | 1984 | MB           | 5250           | C455090-11          |  |
| FL03  | 1997 | Hyster       | H110XL2        | G005D10398U         |  |
| FL04  | 2006 | Hyster       | H50FT          | L177B04874D         |  |
| FL05  | 2011 | Toyota       | 8FGU30         | 8FGU30              |  |
| FL07  | N/A  | Toyota       | 42-f5g25       | 405FG25-41683       |  |
| FS100 | 1981 | Terex        | TS14B          | 28041               |  |
| FS102 | 1984 | Terex        | 72-51BA        | C-4558              |  |
| FS103 | 1974 | John Deere   | 644-B          | 263185              |  |
| FS106 | 1974 | John Deere   | 450C           | 220672T             |  |
| FS107 | 1978 | Champion     | 740            | 220672T             |  |
| FS108 | 1950 | Champion     | Grader         | 23144-1184          |  |
| FS109 | 1980 | Case         | 1070 Tractor   | 880789              |  |
| FS111 | N/A  | Vibro        | N/A            | 43CF153             |  |
| FS115 | 2012 | Polywest     | Pollywest 2000 | 2000 GAL Water Tank |  |
| FS117 | 2011 | Case         | 580SN WT       | NBC545257           |  |
| FS118 |      | CAT          | Gen Set        |                     |  |
| FS119 |      | LETH         | N/A            |                     |  |
| FS120 |      | Hydraulic    | N/A            |                     |  |

|        |      |               |                          |                   |  |
|--------|------|---------------|--------------------------|-------------------|--|
| FS122  | 2011 | CAT           | N/A                      |                   |  |
| FS123  |      |               | Portable Rail Ramp       |                   |  |
| FS125  |      |               | Smooth Roller<br>Packer  |                   |  |
| FS126  | 2015 | Pro Tote      | Model 8 Elite            | 5040MOD7-2989     |  |
| FS128  |      | Boss          | Snow Plow                | 199742            |  |
| FS130  |      | Ford          | Irrigation Pump          |                   |  |
| FS131  |      |               | Irrigation Pump          |                   |  |
| 21     |      | SUPERMOD      | IMCA                     |                   |  |
| GN01   | 2009 | Gooseneck     |                          | 4P5FD322091133532 |  |
| PL62   | 1985 | Fruehauf      |                          | 1H2V04821FE023003 |  |
| PM608  | 1987 | Fruehauf      |                          | 2H8V0482GHS021705 |  |
| PM897  |      | Fruehauf      |                          | 2H8V04826ES061102 |  |
| RACE01 | 1996 | Wells Cargo   | AW28ZW                   | 1WC200N25TR027062 |  |
| SHOP   | 1986 | Chevrolet     | Wrangler                 |                   |  |
| SS01   | 2007 | Side By Side  | UTX800C                  | KZMUAQTG772000006 |  |
| C01    | 1987 | Strike        | Single Axle<br>Converter |                   |  |
| 110    | 1987 | Lode King     |                          | 1L4L42348H1015007 |  |
| 124    | 2009 | Fontaine      | VDTT-1-8053              | 13N25330591549073 |  |
| 303    | 1994 | Kenworth      | T800                     | 2XKDDB9X4RM933812 |  |
| 371    | 2013 | International | Lonestar                 | 3HSCXSJR4DN115612 |  |
| 5671   | 2011 | Chevrolet     | Silverado SLT 3500       | 1GC4K1C89BF134671 |  |
| AUG01  | 2012 | Trinity       | TCSS-1435                | 1702129333        |  |
| AUG02  | 2012 |               | UBSNH-1015               | 1607129566        |  |
| AUG03  | 2013 | Convey All    | UBH-1418-RCSC            | 27061310155       |  |
| FS104  |      | Bobcat        | S250                     | 526015294         |  |
| FS124  | 2011 | Bazooka       | 1200-BAZT                | 1D912002V12SS576  |  |

|              |      |                        |                             |                   |  |
|--------------|------|------------------------|-----------------------------|-------------------|--|
| FS129        |      | Boss                   | Snow Plow                   |                   |  |
| FS133        | N/A  |                        | Swing Unloader              |                   |  |
| FS134        | N/A  |                        | Swing Unloader              |                   |  |
| FS135        |      |                        | Swing Unloader              | 1352015           |  |
| SAR-100      | 2014 | Offices to go          | OTG23-2rd                   | 1F9SLB221ES217419 |  |
| TBTR003      | 2015 | Royal                  | CHT820                      | 2S9JL4362F3031875 |  |
| TBTR004      | 2015 | Royal                  | CHT70-820-7                 | 2S9JL4364F3031876 |  |
| TBTR005      | 2014 | Roadclipper            | 18eeq120x82                 | 46UFU2021E1156889 |  |
| TBTR006      | 2014 | Roadclipper            | 18eeq120X82                 | 46UFU2022E1155623 |  |
| T82          |      |                        | Tool Trailer for<br>Crusher |                   |  |
| SSSECU<br>RE |      | CCSI                   | Cameras                     |                   |  |
| T78          | 2002 | Utility - TK<br>Reefer |                             | 1UYVS25323U093102 |  |
| 128FA        | 2009 | Fontaine               | IX40C                       | 13NM0510493549513 |  |
| FS165        |      | Siemens                | 147P                        | 07-004            |  |

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

**RECEIVER'S CERTIFICATE**

Clerk's Stamp

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

**RECITALS**

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

and Century; and, (iii) the Transactions have been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

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

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

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

Per: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE "B" TO THE APPLICATION

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

Clerk's Stamp

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

**UPON** the application (the "**Application**") of Ernst & Young Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of Hughson Trucking Inc. (the "**Debtor**") pursuant to the Consent Receivership Order issued by this Honourable Court on December 19, 2018 (the "**Receivership Order**"), in the within proceedings (the "**Receivership Proceedings**"); **AND UPON** reading the First Report of the Receiver, dated February 28, 2019 (the "**First Receiver's Report**"), filed; **AND UPON** having read Confidential Appendix "A", "B", and "C" to the First Receiver's Report (collectively, the "**Confidential Appendices**"), unfiled; **AND UPON** having read the Affidavit of Service of Katie Doran, sworn •, 2019 (the "**Affidavit of Service**"); **AND UPON** hearing counsel for the Receiver and for any other parties who may be present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**DISTRIBUTION**

1. The security granted by the Debtor to ATB Financial (“**ATB**”) is valid and enforceable. Subject to the Receiver establishing appropriate holdbacks in the amounts necessary to satisfy any and all anticipated priority claims or as may otherwise be necessary to complete the administration of these Receivership Proceedings, the Receiver be and is hereby authorized and empowered, immediately and from time to time hereafter as the Receiver determines appropriate, to make ongoing distributions, from the monies it holds on behalf of the Debtor, to ATB, until the indebtedness, liabilities, and obligations owed by the Debtor to ATB are indefeasibly paid in full.

**SEALING**

2. Part 6, Division 4 of the Alberta Rules of Court does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Appendices on the Court file, until the filing of the Receiver’s Certificate (as defined and contemplated in the Order (Century Proposal Approval)) made in connection with the Application. The Confidential Appendices shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDICES TO THE FIRST RECEIVER’S REPORT. THE CONFIDENTIAL APPENDICES TO THE FIRST RECEIVER’S REPORT IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE M.H. HOLLINS, DATED MARCH 5, 2019, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL THE FILING OF THE RECEIVER’S CERTIFICATE REFERRED TO THEREIN.

3. Any person may apply, on reasonable notice to the Receiver and any other persons likely to be affected, to vary or amend the terms of paragraph 2 of this Order.

4. Service of this Order on the persons in attendance at the Application by email, facsimile, registered mail, courier, or personal delivery, shall constitute good and sufficient service of this

Order, and no persons, other than those in attendance at the Application, are entitled to be served with a copy of this Order.

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