

COURT FILE NUMBER

2601-11638

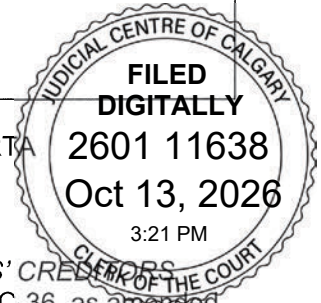
COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

Clerk's Stamp:



IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OR ARRANGEMENT
OF MLG GP LTD., 1094501 ALBERTA INC., 1705236
ALBERTA INC., 754439 ALBERTA INC., 604896
ALBERTA INC., 868195 ALBERTA INC., and 872845
ALBERTA INC.

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
Suite 1000, 250 2 Street SW
Calgary, AB T2P 0C1

Lawyer: Carole J. Hunter / Anthony Mersich
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anthony.mersich@ca.dlapiper.com

File No. 121159.00001

AFFIDAVIT OF COREY KNIPELBERG
Affirmed on October 13, 2026

I, Corey Knipelberg of the City of Edmonton, in the Province of Alberta, AFFIRM AND SAY
THAT:

1. I am the Chief Financial Officer of 23612179 Limited Partnership (formerly, MTE Logistix Limited Partnership) ("**23612179**") and a Management Signatory (as that term is defined in the Initial Order granted by this Honourable Court on June 29, 2026) of 23612179, MLG GP Ltd., 1094501 Alberta Inc. (formerly, Active Warehousing Inc.), 1705236 Alberta Inc. (formerly, Hydrive Forklift & Equipment Inc.), 754439 Alberta Inc. (formerly, MTE Logistix Calgary Inc.), 604896 Alberta Inc. (formerly, MTE Logistix Edmonton Inc.), 868195 Alberta Inc. (formerly,

MTE Logistix Management Inc.), and 872845 Alberta Inc. (formerly, Porter Warehousing & Distribution Inc.) (collectively, the **"Applicants"**).

2. I have principal responsibility for the oversight and management of the Applicants. As such I have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief, in which case I believe the same to be true.
3. Capitalized terms used but not otherwise defined herein have the same meaning as in Affidavit #1 of Stephane Ethier, affirmed July 2, 2026 and Affidavit #2 of Stephane Ethier, affirmed July 15, 2026. All references to dollar values in this affidavit are in Canadian dollars.

Background

4. The Applicants were one of Western Canada's largest third-party logistics providers. Prior to the commencement of these proceedings, the Applicants leased 16 facilities in Edmonton and Calgary and employed more than 300 people.
5. On June 29, 2026, on the application of Fiera Private Debt Fund VI LP, by the sole general partner thereof, Fiera Private Debt Fund GP Inc. (the **"Lender"**) the Court of King's Bench of Alberta (the **"Court"**) granted an initial order (the **"Initial Order"**) under the *Companies' Creditors Arrangement Act* (the **"CCAA"**, and such proceedings being the **"CCAA Proceedings"**) in respect of the Applicants. Pursuant to the Initial Order, KPMG Inc. was appointed as the monitor (the **"Monitor"**) of the Applicants.
6. On July 7, 2026, the Court granted an amended and restated initial order (the **"ARIO"**) in respect of the Applicants in the CCAA Proceedings, which among other things, extended the Stay Period (as defined in the ARIO) to July 30, 2026.
7. On July 20, 2026, the Court granted an order (the **"SAVO"**) approving an asset purchase agreement between the Applicants and 2831608 Alberta Ltd., which is an affiliated entity of the Lender (the **"Purchaser"**) dated July 14, 2026 (the **"Sale Agreement"**). Attached hereto and marked as **Exhibit "A"** is a copy of the SAVO. Attached hereto and marked as **Exhibit "B"** is a copy of the Sale Agreement.

Closing of Sale Agreement

8. On September 18, 2026, the transactions contemplated by the Sale Agreement closed (the **"Closing"**). As a result of the Closing, all of the Applicants' right, title and interest in and to the assets required to operate the business (with the exception of certain excluded assets) were transferred to the Purchaser.

9. Concurrent with the Closing, the Applicants and the Purchaser entered into a transition services agreement (the "**Transition Services Agreement**") to allow for the orderly transition of contracts, leases, permits and employees from the Applicants to the Purchaser, post-closing. Attached hereto and marked as **Exhibit "C"** is a copy of the Transition Services Agreement.
10. Since the Closing, the Applicants and the Purchaser have been working cooperatively pursuant to the terms of the Transition Services Agreement on, among other things, obtaining consents for the assignment of any contracts or leases where such consent had not been obtained prior to the Closing, notifying customers of new banking information to ensure payments for services rendered are deposited to the Purchaser's accounts, and completing disclaimers on certain agreements that the Purchaser did not wish to retain.
11. The Purchaser has funded a wind-down budget to ensure that costs of the Applicants are paid during the period of the Transition Services Agreement, including:
 - a. amounts not already satisfied and outstanding and unpaid under the Charges (as defined in the Initial Order);
 - b. estimated fees and disbursements of the beneficiaries of the Administration Charge to be incurred post-closing and not otherwise funded by the Transition Services Agreement; and
 - c. any other operational or post-filing liabilities incurred by the Applicants in the ordinary course of the CCAA proceedings.
12. Following the Closing and in accordance with the terms of the SAVO, each of the Applicants filed articles of amendment (or similar documentation in the case of the limited partnership) and changed their legal and business names. Attached hereto and marked as **Exhibit "D"** are copies of the filed Certificates of Amendment evidencing the name changes for each of the Applicants.

WEPPA Declaration

13. I am advised by Carole Hunter of DLA Piper (Canada) LLP that the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 ("**WEPPA**") permits eligible former employees to collect certain eligible wages, including termination and severance pay, owed to such former employees where the former employer is the subject of a CCAA proceeding, and a court

determines that the criteria prescribed by the *Wage Earner Protection Program Regulations*, SOR 2008-222 (the "**WEPP Regulations**") are met.

14. I am further advised by Ms. Hunter that the WEPP Regulations require that the Court determine whether a former employer is the former employer of all the employees in Canada who have been terminated other than any employees retained to wind down its business operations.
15. As of the date hereof, the Applicants have terminated over 95% of their employees. The employer of record for the Applicants' employees was MTE Logistix Limited Partnership.
16. The majority of the former employees accepted employment with the Purchaser, however, certain employees did not receive an offer of employment with the Purchaser. There are a limited number of employees who continue to work with the Applicants to fulfill the obligations of the Applicants under the Transition Services Agreement and complete the wind-down of the Applicants' business operations.
17. I understand that seeking a declaration that WEPPA applies to the Applicants will permit the Monitor to commence the process of preparing WEPPA claims and submitting them to Service Canada, which will help expedite any potential payments under the WEPPA program for eligible wages, including termination and severance payments.
18. To assist eligible terminated employees of the Applicants in assessing payments in respect of eligible wages under WEPPA in a timely manner, the Applicants are seeking the WEPPA declaration.
19. I understand that the Monitor and the Lender support this relief.

Extension of Stay Period

20. The Stay Period (as defined in the ARIO) is currently set to expire on October 31, 2026. In order to fulfill the obligations under the Transition Services Agreement and complete the wind-down of their operations, the Applicants request an extension of the Stay Period until January 29, 2027 (the "**Extended Stay Deadline**").
21. Since the ARIO was granted, the Applicants have taken, among others, the following steps:
 - a. communicating with, providing information to, and answering questions of, customers, creditors, employees, and other stakeholders regarding the CCAA Proceedings;

- b. managing key relationships with customers, landlords and suppliers, and operating the business in accordance with the terms of the ARIO;
 - c. arranging to provide cash collateral to ATB for the outstanding amounts under LC Facility and small use of the Credit Card Facility during the CCAA Proceedings;
 - d. issuing notices to disclaim pursuant to section 32(1) of the CCAA to certain customers, suppliers and landlords;
 - e. managing the Applicants' cash flows and making payments to suppliers in accordance with the ARIO;
 - f. negotiating the terms of the Stalking Horse APA and the Sale Agreement with the Lender;
 - g. closing the transactions contemplated by the Sale Agreement; and
 - h. fulfilling their obligations under the Transition Services Agreement.
22. The Applicants have acted in good faith and with due diligence since the CCAA Proceedings have begun, and will be able to continue to meet their obligations under the Transition Services Agreement and wind down their operations if the extension to the Stay Period is granted.
23. The Applicants' 13 week cash flow forecast as set out in the Third Report supports the Extended Stay Deadline.
24. To the best of my knowledge, information and belief, none of the Applicants' creditors will be materially prejudiced if the extension to the Stay Period is granted.

Enhancing Monitor's Powers

25. Prior to the commencement of the CCAA proceedings, the directors of the Applicants resigned. As part of the Initial Order, I was appointed as one of the Management Signatories for the Applicants. Following the Closing, I am now the only Management Signatory for the Applicants. In the event that I leave the Applicants, there will be no one with authority to carry out the functions of a Management Signatory provided in the Initial Order.
26. The Applicants are of the view that it is in the best interest of all stakeholders of the Applicants, that, if there are no Management Signatories remaining with the Applicants in the future, the Monitor be granted certain enhanced powers, similar to that of a Management Signatory, in

order to streamline and facilitate the completion of the Applicants' obligations under the Transition Services Agreement and the completion of the CCAA proceedings for each of the Applicants.

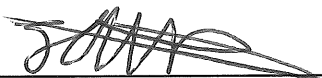
Approval of the Monitor's Report and Activities

27. I understand that the Monitor is preparing and will file its Third Report ("**Third Report**") with the Court to provide an update on the status of these CCAA proceedings in advance of the relief sought by the Applicants. The Third Report will describe the actions, activities and conduct of the Monitor in further detail.
28. The Applicants are seeking the approval of the Third Report, the actions, activities and conduct of the Monitor set out therein. It is my belief that the Monitor has acted honestly, in good faith, and in accordance with its Court-ordered and statutory duties prior to, and throughout the duration of these CCAA Proceedings to date.

Conclusion

29. I make this Affidavit in support of the Applicants' Application for, among other things, (i) the approval of the WEPPA declaration; (ii) the approval of the Monitor's enhanced powers; (iii) an extension of the Stay Period; and (iv) approval of the Monitor's Report and activities.

AFFIRMED BEFORE ME in the City of
Edmonton, in the Province of Alberta, this 13th
day of October, 2026.



A Commissioner for Oaths in and for the
Province of Alberta

Lyndon Annetts
Student-at-Law

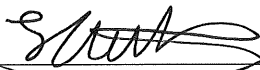
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COREY KNIPELBERG

THIS IS EXHIBIT "A"
referred to in the Affidavit of

COREY KNIPELBERG

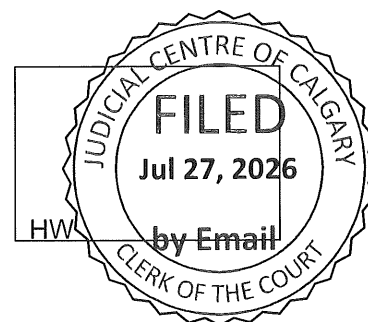
Affirmed before me this 13th day
of October, 2026.

A handwritten signature in black ink, appearing to be 'S. [unclear]', written over a horizontal line.

A Commissioner for Oath
in and for the Province of Alberta

Lyndon Annetts
Student-at-Law

Clerk's Stamp:



COURT FILE NUMBER

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COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE OF

CALGARY

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OR
ARRANGEMENT OF MLG GP LTD., ACTIVE
WAREHOUSING INC., HYDRIVE FORKLIFT &
EQUIPMENT INC., MTE LOGISTIX CALGARY
INC., MTE LOGISTIX EDMONTON INC., MTE
LOGISTIX MANAGEMENT INC., and PORTER
WAREHOUSING & DISTRIBUTION INC.

DOCUMENT

APPROVAL AND VESTING ORDER
(2831608 Alberta Ltd.)

DLA Piper (Canada) LLP
1000, 250 2 Street SW
Calgary, Alberta T2P OC1

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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File Number: 121159-00001

DATE ON WHICH ORDER WAS PRONOUNCED: July 20, 2026

NAME OF JUDGE WHO MADE THIS ORDER: Justice R. W. Armstrong

LOCATION OF HEARING: Calgary, Alberta via Webex

UPON the application of MTE Logistix Limited Partnership ("**MTE Logistix**"), MLG GP Ltd.,
Active Warehousing Inc., Hydrive Forklift & Equipment Inc., MTE Logistix Calgary Inc., MTE Logistix

Edmonton Inc., MTE Logistix Management Inc., and Porter Warehousing & Distribution Inc. (collectively, the "**MTE Group**"), for, among other things, approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement between the MTE Group and 2831608 Alberta Ltd. (the "**Purchaser**") dated as of July 14, 2026 (the "**Sale Agreement**"), a copy of which is attached as Exhibit "A" to Affidavit #2 of Stephane Ethier, sworn July 15, 2026 (the "**Ethier Affidavit**"); **AND UPON** noting the amended and restated initial order granted on July 7, 2026 (the "**ARIO**"), in these proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36; **AND UPON** having read the Application, the Ethier Affidavit, the Second Report of KPMG Inc., in its capacity as monitor (the "**Monitor**") dated July 16, 2026 (the "**Second Report**"), the Affidavit of Service of Emily Nakogee, sworn July 20, 2026, filed and the materials previously filed in these proceedings; **AND UPON** being advised, among other things, that York Realty Inc. ("**York**") does not object to the assignment of the lease by and among York and MTE Logistix in respect of property at 11208 – 189 St., Edmonton Alberta (the "**A7 Lease**"); **AND UPON** hearing counsel for the MTE Group, counsel for the Monitor, counsel for Fiera Private Debt Fund VI LP, by the sole general partner thereof, Fiera Private Debt Fund GP Inc., in its capacity as the interim lender, and such other counsel or interested parties present;

IT IS HEREBY ORDERED THAT:

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Sale Agreement or the ARIO.

APPROVAL OF TRANSACTION

4. The Transaction is hereby approved and execution of the Sale Agreement by the MTE Group is hereby ratified and approved, with such minor amendments as the MTE Group and the Monitor may deem necessary, with the consent of the Monitor. The MTE Group is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).
5. The MTE Group is authorized and directed to perform its obligations under the Sale Agreement and any ancillary documents related thereto.

6. This Order shall constitute the only authorization required by the MTE Group to proceed with the Transaction and no shareholder or other approval shall be required in connection therewith.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in Schedule "A" hereto (the "**Closing Certificate**"), all of the MTE Group's right, title and interest in and to the Assets described in the Sale Agreement (the "**Purchased Assets**") shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "C" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Closing Certificate and certified

copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchase or its nominee clear title to the Purchased Assets, subject only to the Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the MTE Group in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 - 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the MTE Group of the Sale Agreement.
 - 7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased 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. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.

8. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the MTE Group.
9. Upon completion of the Transaction, the MTE Group and all persons who claim by, through or under the MTE Group in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the MTE Group, or any person claiming by, through or against the MTE Group.
11. The Monitor is directed to file with the Court a copy of the Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the MTE Group is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the MTE Group's records pertaining to the MTE Group's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the MTE Group was entitled.

CHANGE OF NAME AND STYLE OF CAUSE

13. No later than one (1) business day after Closing, each applicable member of the MTE Group is authorized to execute and file articles of amendment or such other documents or instruments as may be required to change its legal and business name, and such articles,

documents, or other instruments shall be deemed to be duly authorized, valid and effective without any requirement to obtain director, manager, shareholder, member or partner consent. Upon the official change to the legal name of each applicable member of the MTE Group that is to occur, the name of the Applicants in the within title of these proceedings shall be deleted and replaced with the new legal name of each applicable member of the MTE Group, and any document filed thereafter in these proceedings (other than the Closing Certificate) shall be filed using such revised title of proceedings.

MISCELLANEOUS MATTERS

14. As soon as reasonably practicable but in any event, prior to closing of the Transaction, the MTE Group and York shall formalize an agreement to further amend the Lease to unwind (a) the adjustment to Basic Rent contemplated by Section 3 of the May 29, 2026 amendment to the Lease (the "**Amendment**"); and (b) the Free Basic Rent Period as contemplated by Section 4 of the Amendment; the Lease shall be assigned pursuant to the Transaction without any further request or objection from York.
15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the MTE Group; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the MTE Group and shall not be void or voidable by creditors of the MTE Group, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

16. The MTE Group, the Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction 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 Transaction.

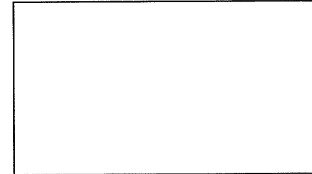
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the MTE Group 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 order and to provide such assistance to the MTE Group, as may be necessary or desirable to give effect to this Order or to assist the MTE Group in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at:
<https://kpmg.com/ca/mtelogistix>and service on any other person is hereby dispensed with.
19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



J.C.K.B.A

SCHEDULE "A"
Closing Certificate

Clerk's Stamp:



COURT FILE NUMBER

2601-11638

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IN THE MATTER OF THE COMPANIES'
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INC., MTE LOGISTIX EDMONTON INC., MTE
LOGISTIX MANAGEMENT INC., and PORTER
WAREHOUSING & DISTRIBUTION INC.

DOCUMENT

Closing Certificate

Gowlings WLG (Canada) LLP

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stephen.kroeger@gowlingwlg.com

File Number: 121159-00001

RECITALS

A. Pursuant to an Order of the Honourable Justice B. Johnston of the Court of King's Bench of Alberta (the "**Court**") dated June 29, 2026, MTE Logistix Limited Partnership ("**MTE Logistix**"), MLG GP Ltd., Active Warehousing Inc., Hydrive Forklift & Equipment Inc., MTE Logistix Calgary Inc., MTE Logistix Edmonton Inc., MTE Logistix Management Inc., and Porter Warehousing & Distribution Inc. (collectively, the "**MTE Group**") commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*. KPMG Inc. was appointed as the monitor of the MTE Group (the "**Monitor**").

B. Pursuant to an Order of the Court dated July 20, 2026, the Court approved the purchase and sale agreement made as of July 14, 2026 (the "**Sale Agreement**") between the MTE Group and 2831608 Alberta Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the MTE Group's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming:

- a) the delivery by the Purchaser of the Consideration for the Purchased Assets;
- b) that the conditions to Closing of the Sale Agreement have been satisfied or waived by the MTE Group and the Purchaser; and
- c) the Transaction has been completed to the satisfaction of the Monitor.

Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the MTE Group has received the Consideration for the Purchased Assets deliverable on the Closing Date pursuant to the Sale Agreement;
- 2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the MTE Group and the Purchaser (or its nominee); and
- 3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor on _____, 2026.

KPMG Inc., in its capacity as Monitor of the MTE Group, and not in its personal capacity.

Per: _____
Name:
Title:

SCHEDULE "B"
ENCUMBRANCES

SCHEDULE "C"
PERMITTED ENCUMBRANCES

THIS IS EXHIBIT "B"
referred to in the Affidavit of

COREY KNIPELBERG

Affirmed before me this 13th day
of October, 2026.

A handwritten signature in black ink, appearing to be 'S. Annetts', written over a horizontal line.

A Commissioner for Oath
in and for the Province of Alberta

Lyndon Annetts
Student-at-Law

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “**Agreement**”) is made as of July 13, 2026 (the “**Effective Date**”)

BETWEEN:

MTE LOGISTIX LIMITED PARTNERSHIP, a limited partnership duly formed and validly existing under the laws of Alberta (the “**Vendor**”) by its sole general partner, **MLG GP LTD.**, a corporation duly incorporated and validly existing under the laws of the Province of British Columbia (“**MLG GP**”)

-and-

ACTIVE WAREHOUSING INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Active Warehousing**”)

-and-

HYDRIVE FORKLIFT & EQUIPMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Hydrive**”)

-and-

MTE LOGISTIX CALGARY INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Calgary**”)

-and-

MTE LOGISTIX EDMONTON INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Edmonton**”)

-and-

MTE LOGISTIX MANAGEMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Management**”)

-and-

PORTER WAREHOUSING & DISTRIBUTION INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Porter Warehousing**” and, together with MLG GP, Active Warehousing, Hydrive, MTE Calgary, MTE Edmonton and MTE Management, the “**Guarantors**”, and the Guarantors, together with the Vendor, the “**Vendor Group**”)

-and-

2831608 ALBERTA LTD., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (the “**Purchaser**”)

WHEREAS pursuant to a credit agreement dated August 17, 2021, Fiera Private Debt Fund VI LP, by its sole general partner, Fiera Private Debt Fund GP Inc. (the "**Lender**"), an affiliate of the Purchaser, made available to the Vendor a credit facility in the maximum principal amount of \$56 million, which was subsequently amended and modified pursuant to a first amending agreement dated December 22, 2023, an accommodation agreement dated June 3, 2024 and a forbearance agreement dated October 3, 2025 and which is guaranteed by the Guarantors (as the same may have been or be amended from time to time, the "**Credit Agreement**");

AND WHEREAS the Vendor is subject to an Initial Order dated June 29, 2026 issued by the Court of King's Bench of Alberta (as the same has been and may be further amended or amended and restated from time to time, the "**Initial Order**") which, among other things, granted protection in respect of the Vendor Group under the *Companies' Creditors Arrangement Act*, as amended (the "**CCAA Proceedings**") and appointed KPMG Inc. as the monitor of the CCAA Proceedings (the "**Monitor**");

AND WHEREAS the Lender has made available to the Vendor an interim debtor-in-possession financing facility (the "**Interim Facility**") in the maximum amount of \$7 million in connection with the Vendor Group's CCAA Proceedings;

AND WHEREAS on July 20, 2026, an application will be made to the Court (defined below) to seek, among other things, approval of the Vesting Order (defined below) (in such context, the "**Vesting Order**");

AND WHEREAS subject to the Court granting the Vesting Order, the Vendor Group has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Vendor Group, certain assets and property of the Vendor Group as set out in this Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

Article 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (a) "**Acquired Contracts**" means all Contracts of the Business, including the Contracts listed in Schedule 1.1(a) hereof, provided that the Purchaser may add or remove a Contract from such Schedule by giving notice to the Vendor and the Monitor at least one Business Day prior to the Closing Date, but excludes any Excluded Contract;
- (b) "**Acquired Leases**" means all leases of the Business, including the leases listed in Schedule 1.1(b) hereof, provided that the Purchaser may add or remove a lease from such Schedule by giving notice to the Vendor and the Monitor at least one Business Day prior to the Closing Date, but excludes any Excluded Lease;
- (c) "**Active Warehousing**" has the meaning given to such term in the preamble above;
- (d) "**Agreement**" means this Agreement, including the Schedules to this Agreement, as it or as they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

- (e) **"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- (f) **"Assumed Liabilities"** means only the Liabilities incurred under or in respect of:
 - (i) obligations under the Acquired Contracts listed in Schedule 1.1(a) hereof arising from and after the Closing Time and all Cure Costs but excluding any other, non-Cure Cost Liabilities accrued prior to the Closing Time;
 - (ii) obligations under the Acquired Leases listed in Schedule 1.1(b) hereof arising from and after the Closing Time and all Cure Costs but excluding any other non-Cure Cost Liabilities accrued prior to the Closing Time;
 - (iii) the Customer Deposits; and
 - (iv) obligations with respect to the Transferred Employees arising from and after the Closing Time, including all liabilities assumed by the Purchaser under Sections 7.5 and 7.6 hereof;
- (g) **"Assignment Agreement"** has the meaning given to such term in Section 4.2(e) hereof;
- (h) **"Assignment Order"** means an order or orders of the Court, in form and substance satisfactory to the Purchaser, authorizing and approving the assignment of any of the Acquired Contracts and preventing any counterparty to same from exercising any right of remedy (including a termination right or remedy) thereunder and assigning to the Purchaser the rights and obligations of the relevant member of the Vendor Group under the Acquired Contracts for which a consent, approval or waiver necessary for the assignment of such Acquired Contracts has not been obtained, and which will include, if necessary, a mechanism for the resolution of any disputed Cure Costs.
- (i) **"Books and Records"** means all books, records, files and papers, including computer programs (including source and object code), software programs, manuals and data, sales and advertising materials, Tax records relating to the Business, lists of present and former customers and suppliers, personnel, employment and other records related to the Employees, and all copies and recordings of the foregoing;
- (j) **"Business"** means the business operated by the Vendor Group;
- (k) **"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Calgary;
- (l) **"Calgary Collective Agreement"** means the Collective Agreement dated July 17, 2025, between MTE Logistix Calgary Inc. and General Teamsters, Local Union No. 362;
- (m) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (n) **"CCAA Proceedings"** has the meaning given to such term in the recitals above;
- (o) **"Closing"** means the completion of the purchase and sale of the Purchased Assets in accordance with the provisions of this Agreement;

- (p) **"Closing Date"** has the meaning given to such term in Section 4.1(b) hereof;
- (q) **"Closing Debt"** means (i) the principal amount owing under the Credit Agreement, plus all interest, default interest, commitment fees, standby fees and other fees, charges and amounts owing thereunder, plus (ii) the principal amount owing under the Interim Facility, plus all interest, default interest, commitment fees, and other fees, charges and amounts owing thereunder, in each case, as of the Closing Time;
- (r) **"Closing Shares"** means the common shares in the capital of the Purchaser, issued to the Lender for an aggregate price equal to the Equity Amount;
- (s) **"Closing Time"** has the meaning given to such term in Section 4.1(a) hereof;
- (t) **"Collective Agreements"** means the Calgary Collective Agreement and the Edmonton Collective Agreement;
- (u) **"Contracts"** means all rights and interests of the Vendor Group to and in all contracts, agreements and arrangements, whether or not signed, to which a member of the Vendor Group is a party or by which any of the Purchased Assets is bound;
- (v) **"Court"** means the Court of King's Bench of Alberta;
- (w) **"Credit Agreement"** has the meaning given to such term in the recitals above;
- (x) **"Credit Bid"** has the meaning given to such term in Section 2.3(b)(i) hereof;
- (y) **"Cure Costs"** means the amount of all monetary defaults if any, existing in respect of any Acquired Contracts or Acquired Leases that are required to be paid in order to obtain the consent necessary to permit the assignment of an Acquired Contract or an Acquired Lease;
- (z) **"Customer Deposits"** means all deposits and other prepayments made by customers of any member of the Vendor Group, including any deposits assumed by any member of the Vendor Group from an affiliate prior to Closing;
- (aa) **"Debt Assignment and Assumption Agreement"** has the meaning given to such term in Section 2.3(a)(i) hereof;
- (bb) **"Edmonton Collective Agreement"** means the Collective Agreement dated February 28, 2025 between MTE Logistix Edmonton Inc. and General Teamsters, Local Union No. 362;
- (cc) **"Effective Date"** has the meaning given to such term in the preamble above;
- (dd) **"Employee"** means an individual who is employed in the Business on the date immediately prior to the Closing;
- (ee) **"Equity Amount"** means an amount equal to the Closing Debt less the amount of the Purchaser Note;
- (ff) **"Excluded Assets"** means only the following assets, property or undertaking of the Vendor Group:
 - (i) the right to receive insurance recoveries under any insurance policies in existence on the date hereof in respect only of any claims with respect to Excluded Assets;
 - (ii) the Excluded Contracts listed in Schedule 1.1(ff) hereto;

- (iii) the Excluded Leases listed in Schedule 1.1(ff) hereto;
- (iv) bank accounts held by the Vendor Group and any cash, bank balances, moneys in possession of banks and other depositories, term or time deposits and similar cash items of, owned or held by or for the account of the members of the Vendor Group;
- (v) any other assets that the Purchaser elects to exclude in writing prior to Closing in accordance with the terms of this Agreement;
- (gg) **"Excluded Contracts"** means the Contracts listed in Schedule 1.1(ff) hereto;
- (hh) **"Excluded Leases"** means the leases listed in Schedule 1.1(ff) hereto;
- (ii) **"Guarantors"** has the meaning given to such term in the preamble above;
- (jj) **"Governmental Entity"** means any federal, provincial, or municipal court, board, tribunal, arbitrator or arbitral panel, administrative agency or commission or other governmental or regulatory agency, ministry, department or authority;
- (kk) **"GST/HST"** means the goods and services tax and the harmonized sales tax imposed under the *Excise Tax Act* (Canada);
- (ll) **"Hydrive"** has the meaning given to such term in the preamble above;
- (mm) **"Information Technology"** means all computer systems, communications systems, software (other than off-the-shelf software), hardware, websites, applications, databases, telecommunications equipment, facilities and other information systems;
- (nn) **"Initial Order"** has the meaning given to such term in the recitals above;
- (oo) **"Intellectual Property"** means any or all of the following items, wherever located (i) all patents and patent rights, including without limitation those listed in Schedule 1.1(oo), (ii) trademarks and trademark rights, including without limitation those listed in Schedule 1.1(oo), (iii) trade names and trade name rights, including without limitation those listed in Schedule 1.1(oo), (iv) trade secrets, inventions, processes, formulae, industrial models, designs, specifications, data, technology, methodologies, computer programs (including all source code), confidential and proprietary information, whether or not subject to statutory registration, all related technical information, manufacturing, engineering and technical drawings, know-how, (v) all pending applications for and registrations of patents, trademarks, service marks and copyrights, including all obligations of third parties relating to the protection of the foregoing, the goodwill associated with the foregoing, and the right to sue for past infringement, if any, in connection with any of the foregoing and (vi) all documents, disks and other media on which any of the foregoing is stored;
- (pp) **"Interim Facility"** has the meaning given to such term in the recitals above;
- (qq) **"Interim Financing"** means the debtor-in-possession financing in principal amount of up to \$7,000,000 to be provided by the Lender, or one of its affiliates, to the Vendor on the terms set out in the Interim Financing Term Sheet;
- (rr) **"Interim Financing Term Sheet"** means the term sheet entered into between the Lender, or one of its affiliates, and the Vendor pursuant to the Initial Order which shall outline the terms and conditions applicable to the Interim Financing;

- (ss) **"Interim Period"** means the period from the Effective Date to the Closing Time;
- (tt) **"Inventories"** means all inventories of stock-in-trade and merchandise including materials, supplies, work-in-progress and purchased finished goods (including those in possession of suppliers, customers and other third parties), in each case owned by any member of the Vendor Group at the Closing Time;
- (uu) **"Law"** means common law, order, judgment, decree, law, statute, rule, or regulation of any Governmental Entity;
- (vv) **"Lender"** has the meaning given to such term in the recitals above;
- (ww) **"Liabilities"** means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, under or in respect of any contract, agreement, arrangement, lease, commitment or undertaking, Applicable Law and Taxes;
- (xx) **"Lien"** means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property;
- (yy) **"Material Contracts"** means the Acquired Contracts that are identified as "Material Contracts" on Schedule 1.1(a) hereto;
- (zz) **"MLG GP"** has the meaning given to such term in the preamble above;
- (aaa) **"Monitor"** has the meaning given to such term in the recitals above;
- (bbb) **"Monitor's Certificate"** means the certificate delivered to the Purchaser, and filed with the Court, by the Monitor certifying that the Monitor has received written confirmation in form and substance satisfactory to the Monitor, in its sole discretion, from the Vendor Group and the Purchaser that all conditions to Closing have been satisfied or waived by the applicable Parties and the transactions contemplated by this Agreement have been completed;
- (ccc) **"Monitor's Counsel"** means Gowling WLG;
- (ddd) **"MTE Calgary"** has the meaning given to such term in the preamble above;
- (eee) **"MTE Edmonton"** has the meaning given to such term in the preamble above;
- (fff) **"MTE Management"** has the meaning given to such term in the preamble above;
- (ggg) **"Non-Unionized Employee"** means an Employee that is not a Unionized Employee;
- (hhh) **"Offers"** has the meaning given to such term in Section 7.6(a) hereof;
- (iii) **"Outside Date"** means October 1, 2026 or such other date as the Parties may agree to in writing;
- (jjj) **"Outstanding Consent"** has the meaning given to such term in Section 4.4 hereof;
- (kkk) **"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; **"Parties"** means every Party;

- (III) **"Permitted Liens"** means Liens (i) arising under or related to the Acquired Contracts or the Acquired Leases, (ii) purchase money security interests and the rights of lessors under personal property leases, in each case, that are valid and enforceable and that have priority over the security interest of the Lender, (iii) Liens for Taxes, assessments and governmental charges that are not yet due and payable, (iv) easements, rights-of-way restrictions, encroachments and other similar charges or encumbrances of record that do not materially interfere with the use of the Purchased Assets in the ordinary course of business or (v) statutory Liens arising in the ordinary course of business and that are related to liabilities which are not yet due and payable;
- (mmm) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, 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;
- (nnn) **"Personal Property"** means all machinery, equipment, vehicles, furniture, computer hardware and other chattels (including those in possession of third parties) owned by any member of the Vendor Group at the Closing Time;
- (ooo) **"Porter Warehousing"** has the meaning given to such term in the preamble above;
- (ppp) **"Pre-Closing Transaction"** has the meaning given to such term in Section 7.3 hereof;
- (qqq) **"Purchased Assets"** means all of the Vendor Group's right, title and interest in and to the assets required to operate the Business, including the following, but excluding the Excluded Assets:
- (i) the Acquired Contracts;
 - (ii) the Acquired Leases;
 - (iii) the leasehold interests of the members of the Vendor Group in and to the property that is subject to the Acquired Leases, together with the applicable member of the Vendor Group's interest in all easements, rights-of-way and other rights and benefits related to such leasehold interests and all fixtures and leasehold improvements located on such property;
 - (iv) the Books and Records;
 - (v) the Intellectual Property;
 - (vi) the Information Technology;
 - (vii) all prepaid expenses and deposits relating to the Business;
 - (viii) the Inventories;
 - (ix) the Personal Property;
 - (x) the Required Permits (as defined below), to the extent assignable;
 - (xi) debts and other amounts owing to the Vendor Group (or any of them) by related parties;

- (xii) any claims, choses in action or rights to pursue claims against related parties on behalf of the Vendor Group;
- (xiii) any tax rebates or refunds due to the Vendor Group; and
- (xiv) the Receivables;
- (rrr) **"Purchase Price"** has the meaning given to such term in Section 2.2 hereof;
- (sss) **"Purchaser"** has the meaning given to such term in the preamble above;
- (ttt) **"Purchaser Note"** means the senior secured note issued by the Purchaser to the Lender in an amount of \$18,000,000, in a form satisfactory to the Purchaser and Lender, acting reasonably;
- (uuu) **"Purchaser Request"** has the meaning given to such term in Section 7.3 hereof;
- (vvv) **"Receivables"** means all accounts receivable, bills receivable, trade accounts, book debts and other amounts owed to any member of the Vendor Group, including recoverable deposits, in each case owned by any member of the Vendor Group at the Closing Time;
- (www) **"Required Consents"** has the meaning given to such term in Section 4.2(j) hereof;
- (xxx) **"Required Landlord Consents"** has the meaning given to such term in Section 4.2(g) hereof;
- (yyy) **"Required Permits"** has the meaning given to such term in Section 4.2(i)
- (zzz) **"Retained Liabilities"** has the meaning given to such term in Section 2.7(b) hereof;
- (aaaa) **"Rights"** has the meaning given to such term in Section 4.4 hereof;
- (bbbb) **"Set-off Agreement"** has the meaning given to such term in Section 2.3(b)(i) hereof;
- (cccc) **"Taxes"** means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, imposed by any governmental authority (including federal, state, provincial, municipal and foreign governmental authorities), and whether disputed or not;
- (dddd) **"Transaction"** means the transaction of purchase and sale contemplated by this Agreement;
- (eeee) **"Transferred Employees"** means the Unionized Employees and Non-Unionized Employees who have accepted an offer of employment from the Purchaser;
- (ffff) **"Transition Services Agreement"** has the meaning given to such term in Section 9.2 hereof;
- (gggg) **"Unionized Employees"** means Employees that are subject to either of the Collective Agreements;

- (hhhh) **"Vendor"** has the meaning given to such term in the preamble above;
- (iiii) **"Vendor Group"** has the meaning given to such term in the preamble above;
- (jjjj) **"Vendor's Counsel"** means DLA Piper (Canada) LLP;
- (kkkk) **"Vesting Order"** means an order made by the Court, among other things, (i) vesting in the Purchaser all right, title and interest of the Vendor Group in the Purchased Assets free and clear of all Liens other than Permitted Liens pursuant to Section 11.3 of the CCAA, (ii) authorizing and directing the filing of articles of amendment to change the names of the members of the Vendor Group, if necessary, and (iii) amending the title of the CCAA Proceedings to account for such name changes, effective upon the filing of the Monitor's Certificate contemplated thereby;
- (llll) **"Wind-Down Budget"** has the meaning given to such term in Section 2.4(a) hereof; and
- (mmmm) **"Wind-Down Budget Advance"** has the meaning given to such term in Section 2.4(c) hereof.

1.2 Interpretation of Agreement

In this Agreement, unless otherwise expressly stated:

- (a) references to "herein", "hereto", "hereby", "hereunder", "hereof", and similar expressions shall refer to this Agreement as a whole and not to any particular article, section, subsection, paragraph, subparagraph, clause or schedule in which such words appear;
- (b) references to "including" shall be deemed to be followed by the words "without limitation", and "include", "includes" or other derivatives thereof shall have corresponding meanings;
- (c) unless the context otherwise requires, "or" is used in the inclusive sense of "and/or";
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders, all as may be applicable in the context;
- (e) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (f) any reference to any agreement, contract, document or other instrument, including this Agreement, shall be construed as referring to such agreement, contract, document or other instrument as amended, modified, supplemented, restated or replaced and in effect from time to time in accordance with the terms thereof;
- (g) any reference to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, or schedules thereto;
- (h) any reference to any Law is a reference to that Law as amended from time to time and the rules and regulations promulgated thereunder;
- (i) any reference to "\$" or to dollar amounts shall be to the lawful currency of Canada unless otherwise indicated;
- (j) any reference to a Party shall be deemed to include such Party's successors and permitted assigns; and

- (k) all references to time are to the then applicable time in Calgary, Alberta.

1.3 No Contra Proferentem Rule

No provision in this Agreement shall be interpreted for or against either Party because that Party or its legal counsel drafted such provision, and the *contra proferentem* rule of construction shall have no application to the construction of, interpretation of, or adjudication respecting, this Agreement.

1.4 Section and Schedule References

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed below, are an integral part of this Agreement:

Schedule 1.1(a)	Acquired Contracts
Schedule 1.1(b)	Acquired Leases
Schedule 1.1(ff)	Excluded Assets
Schedule 1.1(oo)	Intellectual Property
Schedule 4.2(i)	Required Permits
Schedule 4.2(j)	Required Consents
Schedule 6.2(d)	Vendor Group Excise Tax Act Registration Numbers
Schedule 9.2	Transition Services Agreement

Article 2 PURCHASE OF ASSETS

2.1 Agreement to Purchase and Sell

Subject to the terms and conditions of this Agreement, the Vendor Group shall sell and the Purchaser shall purchase the Purchased Assets.

2.2 Amount of Purchase Price

The purchase price payable by the Purchaser to the Vendor Group for the Purchased Assets (the "**Purchase Price**") shall be an amount equal to the Closing Debt and shall be allocated among the Purchased Assets of each member of the Vendor Group, as proposed by the Purchaser and agreed to by the Vendor Group, acting reasonably, no later than three (3) Business Days prior to the Closing Date, and the Parties hereby agree to prepare and file any tax returns and other tax filings made by any such Party consistent with such Purchase Price allocation. Failure to agree on any allocation among the Purchased Assets and each member of the Vendor Group shall not result in the termination of this Agreement, but rather shall result in the nullity of the application of this Section 2.2, such that each Party shall be free to make its own allocation.

2.3 Payment of the Purchase Price and Treatment of Closing Debt

- (a) Immediately prior to Closing, the following steps shall occur in the sequence set out below:
- (i) the Lender shall, pursuant to the terms and conditions of an assignment and assumption agreement (the "**Debt Assignment and Assumption Agreement**"), assign to the Purchaser the full right to receive payment of the Closing Debt, which shall be comprised of the following portions of Closing Debt:
 - (A) first, the portion required to repay the principal amount owing under the Interim Facility, plus all interest, default interest, commitment fees and

other fees, charges and amounts owing thereunder, in each case, as of the Closing Time;

- (B) second, the portion required to repay all interest, default interest, commitment fees, standby fees and other fees, charges and amounts owing under the Credit Agreement as of the Closing Time; and
 - (C) third, in respect of the principal amount owing under the Credit Agreement at the Closing Time, the portion equal to the Purchase Price less the amounts in Section 2.3(a)(i)(A) and Section 2.3(a)(i)(B); and
 - (ii) in consideration of the foregoing assignment, the Purchaser shall issue to the Lender the Purchaser Note and the Closing Shares.
- (b) At Closing, the following steps shall occur in the sequence set out below:
- (i) the Purchase Price shall be paid and satisfied through a credit bid (the "**Credit Bid**") by the Purchaser of the amount of the Closing Debt in full satisfaction of the Purchase Price payable by the Purchaser, following which, the Liabilities of the Vendor Group in respect of the Closing Debt will be deemed fully repaid, discharged and released as between the Lender and the Purchaser, on the one hand, and the Vendor Group, on the other hand, as more particularly set out in a set-off agreement (the "**Set-off Agreement**"); and
 - (ii) the Purchaser shall assume the Assumed Liabilities.

2.4 Wind Down Funding

- (a) At least five (5) Business Days prior to Closing, the Purchaser, the Vendor Group and the Monitor shall have agreed on a budget (the "**Wind-Down Budget**"), which shall provide for the estimated costs of the following:
 - (i) to fund amounts not already satisfied and outstanding and unpaid under the Charges (as defined in the Initial Order);
 - (ii) estimated fees and disbursements of the beneficiaries of the Administration Charge to be incurred post-closing and not otherwise funded by the Transition Services Agreement; and
 - (iii) any other operational or post-filing liabilities incurred in the ordinary course of the CCAA proceedings.
- (b) To the extent that cash on hand on Closing is insufficient to fund the estimated Wind-Down Budget, the Purchaser shall fund an amount on or before Closing equal to 110% (the "**Wind-Down Budget Advance**") of the deficiency Wind-Down Budget to be held by the Monitor in trust and to be used in accordance with the Wind-Down Budget.
- (c) The Vendor Group and the Monitor shall provide the Purchaser with weekly reporting in respect of actual costs incurred under the Wind-Down Budget.
- (d) The Wind-Down Budget Advance shall not form part of the Vendor Group's estate and any amounts remaining at the termination of the CCAA proceedings shall be returned to the Purchaser.

2.5 Tax Matters

- (a) The Purchase Price for the Purchased Assets shall be exclusive of any Taxes, including applicable GST/HST, value-added, transfer, land transfer, registration or other similar Taxes (collectively, "**Transfer Taxes**"). The Purchaser shall be liable for and shall pay any Transfer Taxes required by Applicable Law to be paid in respect of the purchase and sale of the Purchased Assets (other than, for greater certainty, any Taxes payable on the net income, profits or gains, and all other similar Taxes, of any member of the Vendor Group). If a member of the Vendor Group is required by Applicable Law to collect any Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the member of the Vendor Group concurrent with the payment of any amount payable pursuant to this Agreement, unless the Purchaser qualifies for an exemption, in which case the Purchaser shall, in lieu of payment of applicable Transfer Taxes to the member of the Vendor Group, deliver to such member any certificates, elections, or other documentation required by Applicable Law and prepared to the satisfaction of the Vendor Group, acting reasonably, to substantiate and effect the exemption claimed by the Purchaser. The members of the Vendor Group shall remit all Transfer Taxes collected from the Purchaser to the relevant Governmental Authority in accordance with Applicable Law.
- (b) If applicable, at Closing, the Purchaser and the applicable members of the Vendor Group shall jointly execute an election under section 167 of the *Excise Tax Act* (Canada) to have the sale of the Purchased Assets take place on a GST/HST-free basis under Part IX of the *Excise Tax Act* (Canada) and the Purchaser shall file such election with its GST/HST return for the reporting period in which the sale of the Purchased Assets takes place.
- (c) If applicable, at Closing, the Purchaser and the applicable member(s) of the Vendor Group shall jointly execute an election in prescribed form under section 22 of the *Income Tax Act* (Canada) in respect of the Receivables and they shall each file such election with their respective Tax returns for their respective taxation years that include the Closing Date.

2.6 Required Permits, Acquired Contracts and Acquired Leases

Provided the Vesting Order has been granted, at the request of the Purchaser and with the consent and oversight of the Monitor, the Vendor Group, together with the Purchaser, will request any consents necessary, if any, to permit the assignment (or in the case of Required Permits, and/or issuance or re-issuance) to the Purchaser of the Required Permits, Acquired Contracts and the Acquired Leases. The Vendor Group shall fully cooperate to assist the Purchaser to obtain such consents or submit applications. The Purchaser will be responsible for all Cure Costs in respect of any Acquired Contract or Acquired Lease. In the event that the Purchaser identifies any Acquired Leases or Acquired Contracts for which an Assignment Order is required, it shall notify the Vendor Group and the Monitor as soon as reasonably practicable thereafter and the Vendor Group shall file an application (at the Purchaser's expense) to seek such Assignment Order.

2.7 Excluded Assets and Liabilities

- (a) Notwithstanding anything to the contrary in this Agreement and subject to Section 4.4 and Section 9.2 hereof, the Purchaser may, at its option, exclude any of the Purchased Assets from the Transaction upon written notice to the Vendor and the Monitor no later than two (2) Business Days prior to the Closing Date, whereupon such Purchased Assets shall be Excluded Assets and, following Closing, any assets that have been designated as Purchased Assets and which are not conveyed at Closing and become subject to the Transition Services Agreement due to an Outstanding Consent may be redesignated as Excluded Assets by the Purchaser due to a failure to obtain such Outstanding Consent pursuant to the terms and conditions of such Transition Services Agreement.

- (b) Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any Liabilities of the Vendor Group including, without limitation, (i) any Liabilities relating to any Employee who is not a Transferred Employee, (ii) any Liabilities relating to Transferred Employees, to the extent arising out of or relating to facts, circumstances, or events occurring prior to the Closing Time, or (iii) any Liabilities relating to any (A) Taxes owed, owing or accrued by any member of the Vendor Group or their affiliates, or (B) audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Time, regardless of when such audit or reassessment was commenced or completed ("**Retained Liabilities**").
- (c) Notwithstanding anything to the contrary in this Agreement, no Personal Property located at, used in connection with, or necessary for the operation of the Business shall be considered an Excluded Asset solely because such Personal Property is located at or in any property related to any Excluded Lease.

Article 3 COURT APPROVAL

3.1 Vesting Order

- (a) On July 20, 2026, the Vendor Group shall seek the Vesting Order vesting the Purchased Assets in the Purchaser. The Vendor Group hereby covenants and agrees to seek the Vesting Order and shall not support any application or efforts by any other Person who may oppose or seek alternative relief to the Vesting Order.

Article 4 CLOSING ARRANGEMENTS

4.1 Closing Date and Time

- (a) Closing shall be deemed to take place at 12:01 a.m. (Mountain Daylight Time), or such other time as agreed to by the Parties, on the Closing Date (the "**Closing Time**") by means of an electronic closing among the Parties and their counsel through the exchange of all necessary documents in PDF or functionally equivalent electronic format, exchanged by way of e-mail or through the use of a virtual closing room, which delivery is effective without any further physical exchange of the originals or copies of the originals of such documents.
- (b) Provided the Vendor Group's conditions in Section 5.3 hereof and the Purchaser's conditions in Section 5.1 hereof have been satisfied or waived, other than such conditions which can only be satisfied or waived on Closing, the Transaction shall be completed by the Parties on September 1, 2026 or such other date as may be agreed between the Parties in writing with the consent of the Monitor (the "**Closing Date**").

4.2 Vendor Group's Closing Deliveries

At Closing, each member of the Vendor Group shall deliver, or cause to be delivered to the Purchaser the following documents in form and substance satisfactory to the Purchaser, acting reasonably:

- (a) the elections referred to in Section 2.4 hereof;
- (b) a certificate dated as of the Closing Date addressed to the Purchaser and the Monitor confirming that (i) all of the representations and warranties of the Vendor Group contained in this Agreement are true as of the Closing Date with the same effect as if made on and as of the Closing Date, and (ii) each of the conditions precedent in Section 5.3 hereof have been fulfilled, performed or waived as of the Closing Date;

- (c) the Vesting Order(s) and the vesting certificate relating thereto;
- (d) a signed copy of the Set-off Agreement;
- (e) a signed copy of an assignment agreement assigning the Acquired Leases and Acquired Contracts from the Vendor Groups to the Purchaser (the "**Assignment Agreement**");
- (f) a signed copy of the Transition Services Agreement;
- (g) all consents required under the Acquired Leases (the "**Required Landlord Consents**"), or alternatively, assignment orders granted by the Court in the CCAA Proceeding assigning over the Acquired Leases to the Purchaser;
- (h) executed articles of amendment to change the name of the applicable members of the Vendor Group as authorized and directed by the Vesting Order;
- (i) copies of all permits, licenses, authorizations, and approvals of any Governmental Entity held by any member of the Vendor Group in connection with the operation of the Business as listed in Schedule 4.2(i) hereto, together with evidence of the transfer, reissuance, or confirmation thereof to the Purchaser, or in the alternative, confirmation that such permits, licenses, authorizations, and approvals are not required to be transferred (the "**Required Permits**");
- (j) all consents, approvals or waivers required for the valid assignment of each Material Contract listed in Schedule 4.2(j) hereto or, in the alternative, a copy of the Vesting Order provision or an Assignment Order authorizing such assignment without consent pursuant to Section 11.3 of the CCAA (the "**Required Consents**");
- (k) the Books and Records; and
- (l) all deeds of conveyance, bills of sale, transfers, assignments, assurances and such other documents and instruments that the Purchaser may reasonably request to complete the Transaction, including any necessary documentation to reflect either (A) the assignment to the Vendor of any Purchased Assets owned by another member of the Vendor Group, or (B) the assignment to the Vendor of assets used in the Business and owned by any affiliate of the Vendor that is not a part of the Vendor Group that would be included in the definition of "Purchased Assets" if such assets were owned by the Vendor Group.

4.3 Purchaser's Closing Deliveries

At Closing, the Purchaser shall deliver or cause to be delivered to the Vendor Group, or the Monitor with respect to 4.3(a), the following payments and documents in form and substance satisfactory to the Vendor Group, acting reasonably:

- (a) satisfaction of the Purchase Price referred to in Section 2.3 hereof and the Wind Down Budget Advance to the Monitor referred to in Section 2.4;
- (b) the elections referred to in Section 2.4 hereof;
- (c) a signed copy of the Debt Assignment and Assumption Agreement;
- (d) a signed copy of the Set-off Agreement;
- (e) a signed copy of the Transition Services Agreement;

- (f) a signed copy of the Purchaser Note delivered to the Lender;
- (g) confirmation of the issuance of the Closing Shares to the Lender;
- (h) a certificate dated as of the Closing Date addressed to the Vendor and the Monitor confirming that (i) all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date with the same effect as if made on and as of the Closing Date, and (ii) each of the conditions precedent in Section 5.1 hereof have been fulfilled, performed or waived as of the Closing Date; and
- (i) all such other agreements, documents and instruments as may be reasonably requested by the Vendor to complete the Transaction.

4.4 Non-Transferable and Non-Assignable Purchased Assets

To the extent that any of the Purchased Assets to be transferred to the Purchaser on Closing, or any claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the "**Rights**"), is not capable of being transferred without the approval, consent or waiver of any third Person, or if the transfer of a Right would constitute a breach of any obligation under, or a violation of, any Applicable Law unless the approval, consent or waiver of such third Person is obtained, then, except as expressly otherwise provided in this Agreement and without limiting the rights and remedies of the Purchaser contained elsewhere in this Agreement, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent or waiver has been obtained. After Closing and in accordance with the terms and conditions of the Transition Services Agreement, the applicable member of the Vendor Group shall, or shall cause the applicable member of the Vendor Group to:

- (a) hold the Rights in trust for the Purchaser;
- (b) comply with the terms and provisions of the Rights as agent for the Purchaser at the Purchaser's cost and for the Purchaser's benefit;
- (c) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser; and
- (d) enforce, at the reasonable request of the Purchaser and at the expense and for the account of the Purchaser, any rights of any member of the Vendor Group arising from such Rights against any third Person, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of the Purchaser.

In order that the full value of the Rights may be realized for the benefit of the Purchaser, the applicable member of the Vendor Group shall, at the request and expense and under the direction of the Purchaser, in the name of the applicable member of the Vendor Group or otherwise as the Purchaser may specify, take all such action and do or cause to be done all such things as are, in the reasonable opinion of the Purchaser, necessary or proper in order that the obligations of the applicable member of the Vendor Group under such Rights may be performed in such manner that the value of such Rights is preserved and enures to the benefit of the Purchaser, and that any moneys due and payable and to become due and payable to the Purchaser in and under the Rights are received by the Purchaser. The applicable member of the Vendor Group shall promptly pay to the Purchaser all moneys collected by or paid to the applicable member of the Vendor Group in respect of every such Right. To the extent that such approval, consent or waiver has not been obtained with respect to any such Right (each, an "**Outstanding Consent**") within a reasonable period time after closing Closing, at the option of the Purchaser, the Vendor Group shall use commercially reasonable efforts to either: (a) continue to seek such Outstanding Consents; or (b) seek an order of the Court in form and substance assigning such Rights to the Purchaser, in each case, in accordance with the terms and conditions of the Transition Services Agreement. Alternatively, the Purchaser shall have the right, in its sole discretion, to provide notice to the Vendor Group that such Right

shall be deemed to be an Excluded Asset and the applicable member of the Vendor Group may terminate any agreement pertaining to such Right. The Purchaser shall indemnify and hold the applicable member of the Vendor Group harmless from and against any claim or liability under or in respect of such Rights arising because of any action of the applicable member of the Vendor Group taken in accordance with this Section other than for any Liabilities associated with the termination of any Contract in accordance with the preceding sentence.

4.5 Risk

The Purchased Assets are and shall remain at the Vendor Group's risk until Closing. From and after Closing, the Purchased Assets shall be at the risk of the Purchaser. In the event that any or all of the Purchased Assets shall be materially damaged prior to Closing, then the Vendor shall advise the Purchaser, in writing, within two (2) Business Days of the Vendor learning of same. If the cost of rectifying such damage exceeds 75% of the Purchase Price, as determined by a third-party expert appointed by the Vendor Group and approved by the Purchaser, acting reasonably, then the Purchaser shall be entitled, in its sole and absolute discretion, to elect to terminate this Agreement by notice, in writing, to the Vendor Group and in such event the Parties hereto shall be released from all obligations and liabilities hereunder. If the Purchaser shall not elect to terminate this Agreement as set out above, or if the cost of rectifying such damage does not exceed 75% of the Purchase Price, then the Transaction shall be completed, provided that the Vendor Group shall promptly pay to the Purchaser any insurance proceeds received in respect of such damaged Purchased Assets.

Article 5 CLOSING

5.1 Purchaser's Conditions

The Purchaser shall not be obliged to complete the purchase and sale of the Purchased Assets pursuant to this Agreement unless, at the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, in writing by the Purchaser at any time; and the Vendor Group agrees with the Purchaser to take all such actions, steps and proceedings within its reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) *Representations and Warranties.* The representations and warranties of the Vendor Group in Section 6.2 hereof shall be true and correct at Closing.
- (b) *Vendor Group's Compliance.* The Vendor Group shall have performed and complied with all of the terms and conditions of this Agreement on its part to be performed or complied with at or before Closing and shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all documents contemplated in Section 4.2 hereof.
- (c) *No Litigation.* There shall be no litigation or proceedings pending against any of the Parties hereto, or involving the Business or any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper.
- (d) *Vesting Order(s).* The Vesting Order, in a form satisfactory to the Purchaser, acting reasonably, shall have been obtained and become effective and shall not have been stayed, varied or set aside.
- (e) *Permits and Licenses.* The Required Permits shall have been obtained.
- (f) *Material Contract Consents.* All Required Consents shall have been obtained.

- (g) *Material Landlord Consents.* All Required Landlord Consents shall have been obtained.
- (h) *Books and Records.* The Books and Records shall have been delivered to the Purchaser at least five Business Days in advance of the Closing Date.
- (i) *Employees.* There is no pending, threatened or occurring strike, lockout, work stoppage, material grievance, unfair labour practice complaint or other material labour dispute involving any Employee or group of Employees that, individually or in the aggregate, would reasonably be expected to impair the operation of the Business or the Purchaser's ability to operate the Business following Closing.

5.2 Purchaser's Conditions not Fulfilled

If any condition in Section 5.1 hereof has not been fulfilled at or before the Closing Time, or if a condition in Section 5.1 hereof becomes impossible to satisfy prior to the Outside Date (in each case other than through the failure of the Purchaser to comply with its obligations under this Agreement), then the Purchaser in its sole discretion may either:

- (a) terminate this Agreement by providing written notice to the Vendor Group, in which event the Purchaser shall be released from its obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

5.3 Vendor Group's Conditions

The Vendor Group shall not be obliged to complete the Transaction unless, at or before the Closing Time, each of the following conditions has been satisfied, it being understood that the following conditions are included for the exclusive benefit of the Vendor Group, and may be waived, in whole or in part, in writing by the Vendor Group at any time; and the Purchaser agrees with the Vendor Group to take all such actions, steps and proceedings within the Purchaser's reasonable control as may be necessary to ensure that the following conditions are fulfilled at or before the Closing Time:

- (a) *Purchaser's Compliance.* The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed by or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing Time all the documents contemplated in Section 4.3 hereof.
- (b) *No Litigation.* There shall be no litigation or proceedings pending against any of the Parties hereto, or involving the Business or any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper.
- (c) *Vesting Order(s).* The Vesting Order shall have been obtained and become effective and shall not have been stayed, varied or set aside.

5.4 Vendor Group's Conditions not Fulfilled

If any condition in Section 5.3 hereof shall not have been fulfilled at or before the Closing Time, or if a condition in Section 5.3 hereof becomes impossible to satisfy prior to the Outside Date (in each case other than through the failure of the Vendor Group to comply with its obligations under this Agreement), then the Vendor Group in its sole discretion may, without limiting any rights or remedies available to the Vendor at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser in which event the Vendor Group shall be released from all obligations under this Agreement and the Purchaser shall be released from all obligations under this Agreement; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfillment of any other condition.

5.5 Monitor

When all conditions to Closing set out in this Article 5 hereof have been satisfied or waived by the Vendor Group or the Purchaser, as applicable, the Vendor, for and on behalf of the Vendor Group, and the Purchaser, or their respective counsel, shall each deliver to the Monitor written confirmation, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied or waived, subject to the Monitor's delivery of the Monitor's Certificate to the Purchaser in accordance with the Vesting Order. The Parties hereby acknowledge and agree that the Monitor will be entitled to file the Monitor's Certificate with the Court without independent investigation upon receiving written confirmation from the Vendor and the Purchaser that all conditions to Closing have been satisfied or waived, and the Monitor will have no liability whatsoever to any of the Vendor Group or Purchaser or any other Person as a result of filing the Monitor's Certificate.

Article 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Purchaser

As a material inducement to the Vendor Group's entering into of this Agreement and completing the Transaction, and acknowledging that the Vendor Group is entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 6.1, the Purchaser represents and warrants to the Vendor Group as follows:

- (a) *Incorporation and Power.* The Purchaser is a corporation duly formed and existing under the laws of the Province of Alberta and is registered to carry on business in the Province of Alberta.
- (b) *Due Authorization.* The Purchaser has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments. The execution and delivery of this Agreement and such other agreements and instruments and the completion of the Transaction and such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors or others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *GST/HST.* The Purchaser, or its assignee pursuant to Section 10.11 hereof, will be registered for the GST/HST under Part IX of the *Excise Tax Act* (Canada) at the Closing Time and will notify the Vendor of its registration number prior to such time.

6.2 Representations and Warranties of the Vendor Group

As a material inducement to the Purchaser's entering into this Agreement and completing the Transaction and acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Vendor Group set out in this Section 6.2, the Vendor Group represents and warrants to the Purchaser as follows:

- (a) *Non-Residency.* No member of the Vendor Group is now, nor does any such member intend to become, prior to Closing, a non-resident of Canada (or if such member is a partnership, a partnership that is not a "Canadian partnership") within the meaning of the *Income Tax Act* (Canada).
- (b) *Ownership of Purchased Assets.* The Purchased Assets constitute all of the material assets used by the Vendor Group in carrying on the Business and are owned by one or more members of the Vendor Group.
- (c) *Authority to Sell.* Subject to obtaining the Vesting Order prior to Closing, on Closing each member of the Vendor Group shall have the power and authority to sell the Purchased Assets owned by such member, in accordance with the terms and conditions of this Agreement and the Vesting Order.
- (d) *GST/HST.* The members of the Vendor Group that are selling Purchased Assets to the Purchaser are registered for the GST/HST under Part IX of the *Excise Tax Act* (Canada) and their registration numbers are set out in Schedule 6.2(d) hereof.

6.3 No Survival of Representations and Warranties

The representations and warranties of the Purchaser and the Vendor Group contained in Sections 6.1 and 6.2 hereof, respectively, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the termination of this Agreement or the completion of the Transaction.

6.4 "As is, Where is"

The Purchaser acknowledges that the Vendor Group is selling the Purchased Assets on an "as is, where is" and "without recourse" basis as they shall exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor Group does not guarantee title to the Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the members of the Vendor Group to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Alberta) or similar legislation do not apply hereto and have been waived by the Purchaser. Without limiting the generality of the foregoing, the description of the Purchased Assets contained in the Schedules hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the members of the Vendor Group concerning the completeness or the accuracy of such descriptions. The Purchaser further acknowledges that all written and oral information (including, without limitation, analyses, financial information and projections, compilations and studies) obtained by the Purchaser from the Vendor Group with respect to the Purchased Assets or otherwise relating to the Transaction has been obtained for the convenience of the Purchaser only and is not warranted to be accurate or complete.

Article 7 COVENANTS

7.1 Closing

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect Closing on the Closing Date in accordance with the Vesting Order.

7.2 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including Section 7.3), the Vendor Group shall, unless consented to by the Purchaser:

- (a) comply with all agreements, covenants and restrictions contained in the Interim Financing Term Sheet;
- (b) operate the Business in the ordinary course and preserve intact the current business organization of the Business;
- (c) maintain the employment of the Employees available to the Business in accordance with their employment contracts;
- (d) maintain good relations with suppliers, customers, landlords and all other Persons having business relationships with any member of the Vendor Group in connection with the Business;
- (e) retain ownership, possession and control, and not divest or encumber any, of the Purchased Assets;
- (f) other than pursuant to the Interim Financing Term Sheet, not incur any other debt or permit any Lien to be placed on the Purchased Assets;
- (g) maintain insurance coverage commensurate with existing coverage; and
- (h) preserve the confidentiality of any confidential or proprietary information of the Purchased Assets.

7.3 Pre-Closing Restructuring

Notwithstanding Section 7.2, provided the Vesting Order has been granted, at the request of the Purchaser (a "**Purchaser Request**"), acting reasonably, and with the consent of the Monitor, the Vendor Group shall agree to any one or more of the following: (a) to dispose or disclaim assets that are not Purchased Assets, provided that the Purchaser shall have no recourse against the Monitor in respect any disposition or disclaimer subject to a Purchaser Request; (b) to effect one or more reorganizations of the corporate structure, capital structure, business operations, employees and assets of any member or members of the Vendor Group or the Vendor Group as a whole; or (c) to effect, file, execute or deliver, as the case may be, any such other transactions, documents, agreements or instruments in the manner and sequence set out in such Purchaser Request (each, a "**Pre-Closing Transaction**"). Such Pre-Closing Transaction may include any necessary transaction to assign to the Vendor any Purchased Assets owned by another member of the Vendor Group. The applicable member of the Vendor Group shall effect any such Pre-Closing Transaction as soon as commercially reasonably but in any event within five (5) Business Days of receiving such Purchaser Request unless such Purchaser Request is delivered to the Vendor Group within five (5) Business Days of the Closing Date, in which case the Vendor Group shall effect such Pre-Closing Transaction by the Closing Date.

7.4 Access During the Interim Period

During the Interim Period, the Vendor Group shall give the Purchaser and its representatives reasonable access during normal business hours to any assets of the type and nature described under the definition of "Purchased Assets". Without limiting the generality of the foregoing, the Purchaser and its representatives shall be permitted reasonable access to all documents relating to information scheduled or required to be disclosed under this Agreement and, provided that the Vesting Order has been granted, shall be permitted to contact and discuss the Transaction with Governmental Authorities and the Vendor Group's customers and contractual counterparties. Such investigations shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with any member of the Vendor Group's operations, and the members of the Vendor Group shall co-operate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

7.5 Unionized Employees

With respect to Employees that are Unionized Employees, the Purchaser hereby acknowledges and agrees that, following Closing, it will be bound by the Collective Agreements as a successor employer and shall recognize the General Teamsters, Local Union No. 362 as the exclusive bargaining agent of the Unionized Employees in accordance with the terms of such Collective Agreements. From and after Closing, the Purchaser shall comply with all obligations of the employer under both of the Collective Agreements, including but not limited to the obligations relating to:

- (a) wages and compensation, including any applicable shift differentials and lead hand premiums;
- (b) pension contributions to the Prairie Teamsters Pension Plan in accordance with the contribution rates set out in the Collective Agreements;
- (c) health and welfare plan premiums and benefits;
- (d) payment of contributions to the Teamsters Union/Industry Advancement Fund and Local Union Advancement Fund, as applicable; and
- (e) seniority rights of Unionized Employees, including the recognition of seniority lists maintained by the applicable member of the Vendor Group immediately prior to Closing.

7.6 Non-Unionized Employees

- (a) With respect to Non-Unionized Employees, no later than five (5) Business Days prior to the Closing Date, the Purchaser shall provide the Vendor with a list of the Non-Unionized Employees it wishes to offer employment to as of the Closing Date on terms substantially similar to and no less favourable, taken as a whole in the aggregate, than their respective terms and conditions of employment with the applicable member of the Vendor Group existing as of the Closing Date (collectively, the "**Offers**") which Offers shall be subject to confidentiality provisions and Closing; provided, however that the Purchaser shall not be required to make Offers to Non-Unionized Employees prior to Closing and may, at its sole discretion, defer such employment decisions with respect to any Non-Unionized Employees to the term of the Transition Services Agreement.
- (b) The applicable member of the Vendor Group shall terminate the Non-Unionized Employees who have accepted an Offer prior to Closing effective immediately prior to Closing and, effective as of the Closing Time, the Purchaser shall assume and be responsible for all Assumed Liabilities with respect to Transferred Employees that arise on or after the Closing Time.

7.7 Notice under Collective Agreements

Prior to Closing, the applicable member of the Vendor Group shall provide notice of the Transaction and, in particular, the assumption of the Collective Agreements by the Purchaser to General Teamsters, Local Union No. 362 in the form and the manner required by the Collective Agreements.

7.8 Requests for Consents

The Vendor Group and the Purchaser shall fully cooperate to obtain, prior to Closing, all consents and assignments necessary or advisable to complete the transfer of the Purchased Assets in accordance with the terms of the Agreement. Such consents and assignments shall be on such terms as are acceptable to the Purchaser, acting reasonably.

Article 8 TERMINATION

8.1 Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Parties, with the consent of the Monitor;
- (b) by either Party, with the consent of the Monitor, if Closing has not occurred on or prior to the Outside Date; provided, in each case, that the failure to close or obtain the Vesting Order, as applicable, by such deadlines is not caused by the Party proposing to terminate the Agreement; or
- (c) by the Purchaser in accordance with Section 5.2(a) hereof or by the Vendor Group in accordance with Section 5.4(a) hereof.

8.2 Effect of Termination

If this Agreement is terminated pursuant to Sections 4.5 or 8.1 hereof, all obligations of the Parties under this Agreement will terminate and no Party will have any liability or further obligation hereunder except for the provisions of this Section 8.2.

Article 9 POST-CLOSING MATTERS

9.1 Name Change

No later than one (1) Business Day after the Closing Date, each applicable member of the Vendor Group compelled by the Vesting Order to change its name will file the executed articles of amendment changing such member's name as authorized and directed by the Vesting Order and the Vendor will provide the Purchaser with evidence of such filings as soon as possible.

9.2 Transition Services

The Purchaser and the Vendor Group shall enter into, prior to or concurrently with Closing, a transition services agreement for the provision of certain services to be performed by the Vendor Group for the Purchaser for an agreed upon period (the "**Transition Services Agreement**"), substantially in the form set out in Schedule 9.2 hereof, which services shall be those currently used and necessary to operate the Business from and after Closing or that are reasonably required to effect the Transaction, including, without limitation:

- (a) the process by which the Purchased Assets that are subject to the Transition Services Agreement may be transitioned to the Purchaser;
- (b) the provision by the Vendor Group of such services as are currently used and necessary to operate the Business from and after Closing, including Information Technology services and systems, operational support and administrative services, until such time as the Transition Services Agreement is terminated in accordance with its terms and conditions;
- (c) the process for obtaining Outstanding Consents and for transferring or disclaiming, as applicable, assets that are designated as Purchased Assets or Excluded Assets pursuant to the terms and conditions of the Transition Services Agreement;
- (d) the process for obtaining, transferring, reissuing or applying for permits, licenses, authorizations or approvals from any Governmental Entity that are necessary for the operation of the Business by the Purchaser, including the Required Permits that have not been obtained or transferred as of the Closing Time; and
- (e) the management and transfer of Employees in accordance with Section 7.6 hereof, including the Purchaser's right, in its sole discretion, to extend Offers to, or direct the termination of, Non-Unionized Employees during the term of the Transition Services Agreement.

9.3 Non-Merger

Each Party hereby agrees that all provisions of this Agreement, other than the conditions in Article 5 hereof and the representations and warranties in Article 6 hereof, which each expire at Closing, shall forever survive the execution, delivery and performance of this Agreement, Closing and the execution, delivery and performance of any and all documents delivered in connection with this Agreement.

9.4 Wrong Pockets

From and after the Closing, if any Party receives any payment, deposit, refund, accounts receivable, proceeds, or other amounts that properly belong to another Party under this Agreement, the receiving party shall hold such amounts in trust for the benefit of the other Party and shall promptly, and in any event within five (5) Business Days after receipt or identification thereof, remit such amounts to the Party entitled thereto, without setoff, deduction, or counterclaim. Without limiting the foregoing, (a) if any member of the Vendor Group receives any payment or other amount arising out of, relating to, or constituting proceeds of any Purchased Asset or Assumed Liability, the applicable member of the Vendor Group shall promptly pay such amount to Purchaser, and (b) if Purchaser receives any payment or other amount arising out of, relating to, or constituting proceeds of any Excluded Asset or Retained Liability, Purchaser shall promptly pay such amount to the applicable member of the Vendor Group. Each applicable Party shall reasonably cooperate with each other to endorse and deliver checks, redirect payments, notify payors, execute customary instruments of transfer, and take such other actions as are reasonably necessary to cause amounts described in this Section 9.4 to be paid to the Party entitled thereto.

9.5 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.

**Article 10
GENERAL**

10.1 Expenses

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 Transaction and for the payment of any broker's commission, finder's fee or like payment payable by it in respect of the purchase and sale of the Purchased Assets pursuant to this Agreement.

10.2 Announcements

Except as required by law, all public announcements concerning the Transaction or contemplated by this Agreement shall be jointly approved as to form, substance and timing by the Parties and the Monitor, after consultation.

10.3 Notices

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 mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(a) to the Monitor at:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600,
Toronto, ON M5H 2S5

Attention: Duncan Lau / Pritesh Patel
Email: duncanlau@kpmg.ca / pritchpatel@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary, Alberta T2P 4K9
Canada

Attention: Sam Gabor
Email: sam.gabor@gowlingwlg.com

(b) to the Vendor at:

MTE Logistix Limited Partnership
c/o DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Stephane Ethier and Carole J. Hunter
Email: stephaneethier@mtelogistix.com

with a copy to:

DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Carole J. Hunter
Email: carole.hunter@ca.dlapiper.com

(c) to the Purchaser at:

Suite 3800, South Tower, 200 Bay Street
Toronto, Ontario M5J 2J1

Attention: Russell French
Email: rfrench@fieracapital.com

with a copy to:

Norton Rose Fulbright Canada LLP
Suite 3000, 222 Bay Street
Toronto, Ontario M5K 1E7
Canada

Attention: Jennifer Stam / Grant Stevens
Email: jennifer.stam@nortonrosefulbright.com /
grant.stevens@nortonrosefulbright.com

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 sending by electronic communication, provided that such day in either event is a Business Day and the communication is so delivered or sent before 4:30 p.m. (Mountain Daylight Time) 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 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. Any Party may from time to time change its address under this Section 10.3 by written notice to the other Party in the manner provided by this Section 10.3.

10.4 Time is of the Essence

Time shall be of the essence in this Agreement in all respects.

10.5 Time Periods

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

10.6 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement constitute the entire agreement between the Parties and set out all the covenants, promises,

warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

10.7 Amendments and Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and each member of the Vendor Group. The Purchaser and such members of the Vendor Group may consent to any such amendment at any time prior to the Closing with the prior authorization of their respective governing bodies. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.8 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.9 Language

The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language.

10.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Alberta contract.

10.11 Successors and Assigns

No Party to this Agreement shall have the right to assign any of its rights and obligations hereunder without the prior written consent of the other Parties which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Purchaser may assign its rights and obligations under this Agreement to an affiliate of the Purchaser, provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Agreement and all provisions hereof shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.

10.12 No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns or as specifically referred to herein.

10.13 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, faxed or email PDF form and the Parties adopt any

signatures received by a receiving fax machine or email PDF as original signatures of the Parties; provided, however, that any 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 or emailed.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

MTE LOGISTIX LIMITED PARTNERSHIP, by its
general partner, **MLG GP LTD.**

Per: 
Name: STEPHANE ETHIER
Title: CEO

ACTIVE WAREHOUSING INC.

Per: 
Name: STEPHANE ETHIER
Title: CEO

HYDRIVE FORKLIFT & EQUIPMENT INC.

Per: 
Name: STEPHANE ETHIER
Title: CEO

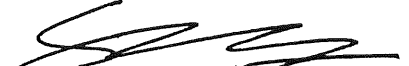
MTE LOGISTIX CALGARY INC.

Per: 
Name: STEPHANE ETHIER
Title: CEO

MTE LOGISTIX EDMONTON INC.

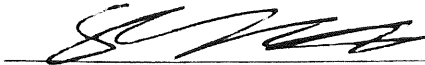
Per: 
Name: STEPHANE ETHIER
Title: CEO

MTE LOGISTIX MANAGEMENT INC.

Per: 
Name: STEPHANE ETHIER
Title: CEO

**PORTER WAREHOUSING & DISTRIBUTION
INC.**

Per:


Name: STEPHANE ETHIER
Title: CEO

2831608 ALBERTA LTD.

Per:

Name:

Title:

Per:

Name:

Title:

**PORTER WAREHOUSING & DISTRIBUTION
INC.**

Per: _____
Name:
Title:

2831608 ALBERTA LTD.

Per:  _____
Name: Russell French
Title: Director

Per: _____
Name:
Title:

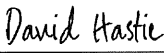
**PORTER WAREHOUSING & DISTRIBUTION
INC.**

Per: _____
Name:
Title:

2831608 ALBERTA LTD.

Per: _____
Name:
Title:
Per:

Signed by:



D0815256442E44A...

Name: David Hastie

Title: Director

Schedule 1.1(a)

Acquired Contracts

(see attached)

Customer / Vendor Name	MTE Signed Counterparty	Name of Agreement	Date of Agreement
Customer Contracts			
ACM CHEMISTRIES INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ACMETEX INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
AFINITAS CONCRETE ACCESSORIES DIVISION	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
AGROPUR COOPERATIVE - DIVISION NATREL	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
ALBERTA CENTRAL	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ALBERTA DISTILLERS LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ALBERTA HEALTH SERVICES	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	December 10, 2024
ALBERTA NEWPRINT COMPANY	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
ALBERTA NEWSPRINT COMPANY	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 27, 2025
ALBERTA PACIFIC FOREST INDUSTRIES INC	MTE Logistix LP	Rate Proposal and Pricing Structure Agreement	January 2, 2026
ALFA LAVAL INC.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 4, 2025
ALIYA'S FOODS LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	June 3, 2025
ALL HOMES	MTE Logistix Edmonton Inc.	Temporary Premises Licensing Agreement	May 23, 2025
AMALGEROL CANADA LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
AMCOR FLEXIBLES NORTH AMERICA	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
AMPACET CORPORATION CANADA	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
ANCRA CANADA LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
ANDAU MEDICAL	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ANGELO DÉCOR INTERNATIONAL INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	March 13, 2025
ANT-PASS TRANSPORT LTÉE	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	September 30, 2024
ARCHWAY MARKETING SERVICES CANADA INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ASCONA FOODS GROUP CANADA LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
ATHENS PAPER COMPANY	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
AWARD CONSTRUCTION LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	March 28, 2025
BALCHEM CANADA CORPORATION	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
BCI GROUP (CDS GROUP OF COMPANIES)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
BEAM INC. GLOBAL BUSINESS SERVICES	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
BOGO TRANSPORT INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	October 11, 2017
BOOM MKT (CDS GROUP OF COMPANIES)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
BOOSTER JUICE	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
BOUNDARY ELECTRIC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	October 7, 2025
BPI BERRY GROUP / RPC BPI AGRICULTURE	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
BRADKEN CANADA MANUFACTURED PRODUCTS LTD.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	May 1, 2026

BRENNTAG CANADA INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
BREWERS' DISTRIBUTOR LTD	MTE Logistix Edmonton Inc.	Brewers Distributing Contract	April 1, 2002
BREWERS' DISTRIBUTOR LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	March 7, 2025
BUNGE CANADA	MTE Logistix Edmonton Inc.	Rate Quote	January 1, 2026
BURCON NUTRASCIENCE (MB) CORPORATION	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	July 12, 2024
C.B. POWELL LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CABIN BREWING COMPANY	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CALDIC CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
CALKINS & BURKE LIMITED	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CANADIAN ENERGY SERVICES	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2024
CANADIAN ENERGY SERVICES	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	September 8, 2023
CANADIAN SAFE STEP TUBS INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
CANADIAN URETHANE SPRAY / GRIZZLY GOLD SPRAY FOAM	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CANFOR PULP AND PAPER SALES LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
CAN-FOUR INDUSTRIAL SUPPLIES LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CASCADES CANADA ULC	MTE Logistix Edmonton Inc.	Warehousing Services Agreement	May 31, 2023
CASCADES INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	July 31, 2025
CASCADIA RESOURCES, INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
CAVANNA OLII / PRIMOLIO SALES / FIORENTINI FIRENZE	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 1, 2025
CCI CANADA LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	February 21, 2025
CDS GROUP OF COMPANIES (BCI GROUP)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CDS GROUP OF COMPANIES (BOOM MKT)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CDS GROUP OF COMPANIES (DI MARTINO)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CDS GROUP OF COMPANIES (MOLISANA)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CENOVUS ENERGY / POUNDER EMULSIONS	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
CENOVUS ENERGY INC., CENOVUS FCCL LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	May 15, 2014
CENOVUS FCCL LTD c/o THREE STREAMS ENGINEERING LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	May 4, 2012
CHARGER LOGISTICS INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CHTP	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	July 9, 2025
CM WORKS	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
CMP PRODUCTS TEXAS INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 26, 2025
CONGLOM INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
COOKIE IT UP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 10, 2025
CORBION/ PURAC AMERICA INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025

COREY NUTRITION COMPANY	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
CP PACKAGING CORP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
CUMMINS CANADA ULC	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 3, 2025
DAFCO FILTRATION GROUP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
DAVEY TEXTILE SOLUTIONS INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
DI MARTINO (CDS GROUP OF COMPANIES)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
DIMERCO EXPRESS (CANADA) CORPORATION	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	April 29, 2025
DIVERSIFIED SPECIALTY METALS ULC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	September 26, 2025
DRILRITE CHEMICAL LLC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 17, 2025
DSS DIRECT SCAFFOLD SUPPLY LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 5, 2025
DSV GLOBAL TRANSPORT AND LOGISTICS	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 24, 2025
DUMAK INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
DYNALLOY INDUSTRIES, INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
EARTH INNOVATIONS INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ELASTOCHEM SPECIALTY CHEMICAL INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
ENGLISH BAY CHOCOLATE FACTORY	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	July 14, 2025
ENSCAF CORP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
EPCOR GOLDBAR WASTEWATER TREATMENT PLANT	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
EPCOR WATER SERVICES INC	MTE Logistix LP	Amending Agreement	January 1, 2025
EPT CLEAN OIL	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
ESSELLE 2000 INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
EXCELSIOR FOODS LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
FENZI NORTH AMERICA	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
FIBERLINKS TEXTILES INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
FIORENTINI FIRENZE S.P.A.	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025; December 18, 2025 (v2)
FOODTEC CANADA INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
FORMATIONS INC.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 3, 2025
FRITZ-PAK CANADA	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
FROZEN CANUCK IMPORT CORPORATION	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
FUJITOYO AUTOPARTS INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	August 26, 2025
FUSION TECHNOLOGIES	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
G V ANKAM TRADING COMPANY	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
GATOR INTERNATIONAL	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
GLOBE COMMERCIAL PRODUCTS INC.	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	February 27, 2025

GRANDVIEW EA BUILDING SYSTEMS CORP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 1, 2024
GRAPHIC CONTROLS CANADA COMPANY	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 26, 2025
GRAPHIC PACKAGING INTERNATIONAL	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
GRAYMONT	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 6, 2025
H.B. FULLER COMPANY	Active Warehousing Inc.	First Amendment to Warehouse Services Agreement	February 1, 2026
HARDWOODS SPECIALTY PRODUCTS	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
HEALTHY BODY SERVICES INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	March 17, 2025
HEARTLAND PETROCHEMICAL COMPLEX LP	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 24, 2025
HELLMAN WORLDWIDE LOGISTICS INC.	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	October 31, 2024
HELLMAN WORLDWIDE LOGISTICS INC.	MTE Logistix Edmonton Inc.	Logistics Services Agreement	November 15, 2022
HILEX POLY CO. LLC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
HI-TECH RECYCLERS	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
HOME HARDWARE STORES LTD.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	December 8, 2025
HSM GROUP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	April 29, 2025
HUNTSMAN BUILDING SOLUTIONS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
HYPERLINE SYSTEMS CANADA LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
IMCD CANADA LIMITED	MTE Logistix Calgary Inc. and Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
INDIGENOUS SERVICES	MTE Logistix Edmonton Inc.	Long Form Contract for Services	April 1, 2020
INGREDA CANADA INC. C/O TRAFFIC TECH	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	July 28, 2025
ININBIO GLOBAL	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
INNOVOPRO CANADA	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
INOVATA FOODS	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
INSTABOX ALBERTA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
INTER PIPELINE LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	September 19, 2025
INTERNATIONAL PAPER GRAND PRAIRIE MILL	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	July 11, 2025
IPEX INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
IPP CANADA LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 10, 2025
IRVING PAPER LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	June 26, 2025
J. SONIC SERVICES INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
JEFO	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	May 26, 2025
JRTECH SOLUTIONS INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	May 2, 2025
KILRICH BUILDING CENTRES	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	August 9, 2023
KIMECOPAK INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
KIT MASTERS INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025

KITCHEN PARTNERS	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
KLONDIKE LUBRICANTS CORPORATION	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
KOMATSU (JOY GLOBAL CANADA)	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 3, 2025
KUEHNE + NAGEL LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	March 20, 2025
LEADON (EDMONTON) OPERATIONS LP=	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	May 8, 2025
LEADON (WEST EDMONTON) OPERATIONS LP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	May 8, 2025
LEVESQUE PLYWOOD LTD.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	November 3, 2025
LOBLAWS INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	March 20, 2025.
LUSSO SPARKLING WATER INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	May 15, 2025
MACPEK INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	August 30, 2024
MARSIA FOODS	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
MAXQUIP	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	October 30, 2025
MENASHA PACKAGING CANADA LP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
MERCER PEACE RIVER PULP LTD.	Active Warehousing Inc.	Services and Pricing Rate Agreement	May 5, 2026
MHCARE MEDICAL CORPORATION	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
MICROSERVE CANADA	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
MILLAR 5 HOLDINGS LTD.	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	October 29, 2025
MILLER & SMITH FOODS INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
MOLISANA (CDS GROUP OF COMPANIES)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
MONOLITH BISON INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
MULTIPLE NAME EVOLUTION	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
NETPAK PACKAGING INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
NEW AGE PRODUCTS INC	MTE Logistix Calgary Inc.	Rate Agreement	May 1, 2026
NEWTOWN ENTERPRISES	MTE Logistix LP	Services and Pricing Rate Agreement	May 12, 2023
NIPPI COLLAGEN NA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
NNA POLYMERS (CANADA) INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	January 19, 2026
NORDIC TRACTION GROUP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
NORTHERN PLAINS TRACK	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	December 10, 2024
NOVIA GROUP CANADA	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
ODEM (A DIVISION OF EXPORT PACKERS COMPANY LIMITED)	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
OEG INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
OLAM AMERICAS LLC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
OTIS MCALLISTER INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
OWENS CORNING CANADA, LP	Porter Warehousing & Distribution Inc.	Master Warehouse Services Agreement	May 16, 2024

PAC WORLDWIDE CORPORATION	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
PALMER HOLLAND	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	September 12, 2025
PARKLAND POTATO VARIETIES LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
PARTHENA IMPORTS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
PBG BIOPHARMA	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
PCL CONSTRUCTION MANAGEMENT INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 28, 2024
PERFECTION FOODS AMALGAMATED DAIRIES LIMITED	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
PEWAG CANADA	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 30, 2023
PEWAG CANADA	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	December 19, 2025
PLUTO GROUND TECHNOLOGIES	MTE Logistix LP	Release	May 5, 2025
POLARON ENERGY CORP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	September 24, 2025
POWELLMAY INTERNATIONAL	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
PRIMOLO SALES INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 1, 2025
PRINCESS AUTO LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	July 9, 2024
PROTECTIVE INDUSTRIAL PRODUCTS, INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	December 4, 2025
PROTECTIVE INDUSTRIAL PRODUCTS, INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	December 4, 2025
REDA CANADA LTD. C/O TRAFFIC TECH	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	April 10, 2025
REFRESCO CANADA	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 1, 2024
REPUBLIC PAPERBOARD CO	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
RICHARDSON MILLING LIMITED	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	December 10, 2024
RICHELIEU HARDWARE CANADA LTD	MTE Logistix LP	Services and Pricing Rate Agreement	November 1, 2024
RICHELIEU HARDWARE CANADA LTD	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	January 1, 2026
RIG LOGISTICS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	October 16, 2025
ROCKWOOL	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 6, 2024
ROK GLACIER WATER	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	December 2, 2021
RW CONSUMER PRODUCTS LTD	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	September 27, 2023
SANTAMARIA	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	December 19, 2025
SAPUTO DAIRY PRODUCTS CANADA	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	March 1, 2025
SEDIVER CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
SENSIA LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
SHAW'S ENTERPRISES LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	April 22, 2025
SIKA CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
SOFINA CALGARY (CDS GROUP OF COMPANIES)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
SOFINA CALGARY (CDS Group)	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025

SOURCE 1 DISTRIBUTORS	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
SOURCE 1 DISTRIBUTORS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
STANISLAUS FOOD PRODUCTS	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
STANISLAUS FOOD PRODUCTS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
STIMULATE ENERGY SERVICES INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
SUN HING FOODS, INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
SUNCOR C/O TRAFFIC TECH	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	April 16, 2024
SUPERBIDS	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 30, 2023
SUPERIOR GLOVE WORKS LTD	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
SYNERGIE CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	February 19, 2026
TAMA CANADA LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	April 10, 2026
TC TRANSCONTINENTAL PRINTING	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
TCI MANUFACTURING INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 10, 2025
TELSTRAIGHT INTERNATIONAL INC / EPIC FAN INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
THE CHEF'S WAREHOUSE INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	April 28, 2025
THE TASSOS GROUP LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
THIELS SCAFFOLDING CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
TIANFLOC CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
TIGER-DRYLAC CANADA INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
TOTEM ACOUSTIC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
TPN SOLUTIONS (1845142 ALBERTA LTD)	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	June 4, 2025
TRAEGER GRILLS / TRAEGER PELLET GRILLS LLC	MTE Logistix Calgary Inc.	Logistics Services Agreement	November 12, 2025
TRANE	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	March 27, 2024
TRATEC / TRISPEC C/O TRAFFIC TECH	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	April 1, 2026
TRI-AD INTERNATIONAL	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
TRISPEC C/O TRAFFIC TECH	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	April 1, 2026
TRUE REFRIGERATION CANADA LLC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	April 1, 2026.
TWELVE OAKS	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2026
UAP INC.	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	September 8, 2025
UNIQUE FOODS (CANADA) INC	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
UNIVERSITY OF ALBERTA	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	May 15, 2025
VADERSTAD INDUSTRIES INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 30, 2023
VALLEN CANADA INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	December 10, 2024
VECTOR ELECTRIC AND CONTROLS INC	MTE Logistix LP	Services and Pricing Rate Agreement	December 22, 2025

VECTOR ELECTRIC AND CONTROLS INC	MTE Logistix LP	Services and Pricing Rate Agreement	December 22, 2025
VENTILATION MAXIMUM LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	November 24, 2025
VICWEST BUILDING PRODUCTS	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	August 10, 2023
VICWEST BUILDING PRODUCTS	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	October 27, 2025
VISCOFAN CANADA INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
WESTERN IMPACT DISTRIBUTION LTD	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
WESTERN PACKAGING	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
WESTERN PACKAGING	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 21, 2025
WESTKEY GRAPHICS LTD - EDMONTON OVERFLOW STORAGE	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	November 1, 2024
WESTON WOOD SOLUTIONS INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 1, 2024
WESTROCK COMPANY OF CANADA INC. / WESTOCK CP, LLC	MTE Logistix Calgary Inc.	Public Warehouse Agreement	February 28, 2024
WEYERHAEUSER	Active Warehousing Inc.	Rate Proposal and Pricing Structure Agreement	May 15, 2026
WINPAK FILMS INC	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 24, 2025
XNYNTH MANUFACTURING CORP	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	March 1, 2025
No Contract on File - Customer Contracts			
TEMPUR CANADA LTD			
Supplier Contracts			
ABLEIT INC.	MTE Logistix Group of Companies	Technology Consulting & Support Agreement (extension)	Original Jan 16, 2017; Extension Dec 9, 2019 (to March 15, 2020)
ALLIANCE EQUIPMENT LTD.	MTE Logistix	Service Agreement	June 24, 2025.
BULLDOGG LAWN AND SNOW	Porter Warehousing and Distribution	Snow Services	Winter 2025-2026 season
CBM IT INC.	MTE Logistix Group of Companies	Managed Services Agreement	October 9, 2020
CBM IT INC.	MTE Logistix Group of Companies	Managed Services Contract	November 1, 2022
CULLIGAN WATER	MTE Logistics (alt spelling)	Bottle Water Cooler Contract	August 14, 2025
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix M9	HVAC Maintenance — M9 facility specific	October 28, 2024
GFL ENVIRONMENTAL INC.	MTE Logistix LP	Customer Service Agreement	November 5, 2024
GFL ENVIRONMENTAL SERVICES INC.	(Same — MTE Logistix Edmonton Inc.)		
HML CONTRACTING LTD	MTE Logistix	Service Proposal: Snow Removal at P1 + P14	September 29, 2025
HML CONTRACTING LTD	MTE Logistix	Service Proposal: Summer maintenace at A7 (EST367153).	March 24, 2026
JD DOORS ULC.	MTE Logistix LP	Quote — Service: SUPPLY & INSTALL at 11250-189 Street (M5/M6 site).	January 27, 2026
KENTUCKY BLUE GRASS LTD.	MTE Logistix Edmonton Inc.	Lawn Care Services 2026 at A7 + Additional Services 2026	January 8, 2026
POULIN'S PEST CONTROL (N.L. POULIN LIMITED)	MTE Logistix Edmonton Inc	Pest Control Agreement (14627 - 128 Ave Warehouse)	July 30, 2024
RULAM CONTRACTING LTD	MTE Logistix	Snow Removal Services Per Time	2025 (winter season 25/26)
SEEBURGER INC.	MTE Logistix	Business Integration Suite (BIS) for EDI — Annual License subscription + subsequent contract	August 27, 2025
ST. ALBERT LANDSCAPE SUPPLY AND TREE FARM o/a HML Landscape Construction & Maintenance	MTE Logistix ('the Owner'). Specific MTE legal entity not in OCR ("MTE-LOGISTIX-SNOW")	Snow and Ice Maintenance Contract	December 24, 2025 (previous agreement September 23, 2025)

TYCO INTEGRATED FIRE & SECURITY o/a JOHNSON CONTROLS	MTE Logistix LP	Commercial Sales Agreement	June 24, 2025
WAJAX	MTE Logistix LP	Application for Credit	November 7, 2025
Supplier Contracts Updated			
RS STERLING FIRE PROTECTION INC	MTE Logistix Group of Companies	Equipment Maintenance Agreement	January 1, 2021
GFL ENVIRONMENTAL INC.	MTE Logistix Edmonton Inc	Customer Service Agreement	October 30, 2024
GFL ENVIRONMENTAL INC.	MTE Logistix Calgary Inc	Customer Service Agreement	October 7, 2025
ENVIRO SHRED INC	Porter Warehousing and Distribution	Agreement for Rental and Servicing of Containers	July 3, 2025
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (M5, M6)	March 31, 2026
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (P14)	March 31, 2026
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (A7)	February 28, 2026
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (Hydrive Shop)	February 28, 2026
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (M1)	February 28, 2026
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (A3)	November 30, 2025
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (M9)	November 30, 2025
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (P1)	October 31, 2025
DYNAMIC HEATING & AIR CONDITIONING INC.	MTE Logistix	Maintenance Renewal Notice (Active Warehousing)	August 31, 2025
EXTRA CARE BUILDING MAINTENANCE LTD	Unknown	Estimate	June 6, 2026
CTR REFRIGERATION AND FOOD STORE EQUIPMENT LTD	MTE Logistix Group of Companies	Maintenance Proposal	February 4, 2026 (accepted)
CTR REFRIGERATION AND FOOD STORE EQUIPMENT LTD	MTE Logistix Group of Companies	Maintenance Proposal	December 15, 2023
CANADIAN LINEN AND UNIFORM SERVICE CO.	MTE Logistix	Master Rental Service Agreement	July 29, 2026
PLATINUM LEAF FACILITIES INC	MTE Logistix Group of Companies	Quote	March 24, 2026
No Contract on File - Supplier Contracts			
1153238 ALBERTA LTD O/A BUILD 360			
1363318 ALBERTA LTD O/A THE WELDING SHOP			
1458203 ALBERTA LTD. O/A WEST EDMONTON RADIATOR (2009)			
2041713 Alberta Inc.			
24/7 RESTORATION			
A CAPPELLA FINE FOODS LTD			
A SIGN PROMOTION			
A. LASSONDE INC.			
ABE'S DOOR SERVICE LTD.			
ACCURATE SCALE INDUSTRIES LTD			
ACE COURIER SERVICES			
ACKLANDS GRAINGER INC.			

ACTION SECURITY LOCKSMITHS			
ACTION TRANSPORTATION GROUP			
AIB INTERNATIONAL CANADA INC.			
AIR LIQUIDE CANADA INC.			
AIRD & BERLIS LLP			
ALBERTA ENTERPRISE GROUP			
ALBERTA FURNACE CLEANING			
ALCO ENERGY INDUSTRIES INC.			
ALL PALLET INC.			
ALL WEST GLASS EDMONTON LTD.			
AMCOR FLEXIBLES NORTH AMERICA			
AMERICAN EXPRESS			
APOLLO PROPANE INC			
APPS CARGO TERMINALS INC.			
ARBON EQUIPMENT - RITE HITE INTERNATIONAL			
ARKAM TRANSPORTATION SYSTEMS INC.			
ARPAC			
ATB FINANCIAL MASTERCARD			
AVANTI SOFTWARE INC.			
AVISON YOUNG COMMERCIAL REAL ESTATE SERVICES, LP			
BADGER DAYLIGHTING LIMITED PARTNERSHIP			
BANRICK HOLDINGS TNG INC.			
BECK'S MILLWRIGHT SERVICES			
BENNETT JONES LLP			
BERGIE'S PUMPING + VACUUM 2004 LTD			
BIG PRNT SIGN COMPANY INC.			
BISHOP & McKENZIE LLP			
BISON TRANSPORT INC.			
BLUE CHIP LOGISTICS INC.			
BOGO TRANSPORT INC.			
BOLT SUPPLY HOUSE LTD.			
BOSCH HYDRAULIC CONNECTIONS LTD. MAIN			
BRADCAN CAULKING			
BRANDT TRACTOR LTD.			

BRYAN YOOS TRUCKING LTD.			
BUGLE FORKLIFT SALES & RENTALS LTD.			
BUNGE CANADA			
BUNZL INDUSTRIAL			
BUNZL SAFETY			
CALGARY LOCK & SAFE (1991) LTD.			
CALGARY STAMP & STENCIL			
CALMONT TRUCK CENTRE LTD.			
CAL-TECH ELECTRICAL SERVICES LTD.			
CANADA POST CORPORATION			
CANADIAN NATIONAL			
CANTEEN OF CANADA LIMITED			
CASCADE CANADA, LTD.			
CCS CONTRACTING LTD.			
CHP MANAGEMENT LP			
CHUBB FIRE & SECURITY			
CINTAS CANADA LIMITED			
CITY FORD			
CLEAN IMAGE MOBILE POWER WASH INC.			
CLOVERDALE PAINT INC.			
CN			
COLD CHAIN SCIENCE ENTERPRISES INC.			
COMMERCIAL TRUCK EQUIPMENT CO.			
COMPLADE CANADA INC.			
COMPLETE PACKAGING SYSTEMS INC.			
CONCRETE EXPERTS			
CONSOLIDATED FASTFRATE INC.			
CORPORATE EXPRESS CANADA INC			
CP PACKAGING CORP.			
CRESTPOINT REAL ESTATE (NORTHPOINT I) INC.			
CSA TRANSPORTATION			
CURBEX			
CUSTOMER EXPRESSIONS CORP.			
DAY & ROSS INC.			

DELOITTE RESTRUCTURING INC			
DENTONS CANADA LLP			
DESVIAR INC.			
DHL EXPRESS CANADA LTD.			
DIGITAL POSTAGE ON CALL			
DM CONTRACTING & CONSULTING INC.			
DREAM SUMMIT INDUSTRIAL (ALBERTA) LP			
DUNCAN CRAIG LLP			
DURAGUARD FENCE LTD.			
EAST FOOTHILLS C/O BEIMO REALTY CORPORATION & EAST FOOTHILLS HOLDINGS INC.			
EAST PENN CANADA			
EBAN ABATEMENT EXPERTS			
e-EMPHASYS TECHNOLOGIES CANADA ULC			
ENCORE TRUCKING & TRANSPORT LTD.			
ENVIRONMENTAL 360 SOLUTIONS (ALBERTA) LTD.			
EPCOR			
ERNST & YOUNG LLP			
FEDERAL EXPRESS CANADA LTD			
FEDEX FREIGHT			
FIERA PRIVATE DEBT FUND GP INC.			
FIRE PLAN STRATEGIES INC.			
FISHER SCIENTIFIC COMPANY			
FLUIDSEAL (AB) INC.			
FLYNN CANADA			
FOURTEEN STARS TRANSPORTATION INC.			
FREIGHT CARRIERS ASSOCIATION			
GAM TECH			
GARDA CANADA SECURITY CORPORATION			
GENERAL TEAMSTERS LOCAL 362			
GLOBAL INDUSTRIAL CANADA			
GNB DOORS OF ALBERTA INC			
GREATER EDMONTON TAXI SERVICE INC.			
GREGG DISTRIBUTORS			
GRIMSHAW TRUCKING			

GUUSTO GIFTS INC.			
HAMPTON INN AND SUITES BY HILTON			
HAULSTER TRANSPORT LTD.			
HBI-HERITAGE BUSINESS INTERIORS INC			
HIRE ENGINE I NC.			
HI-WAY 9 EXPRESS LTD.			
HOME DEPOT CANADA			
HOMWOOD HEALTH INC.			
HUNTERS PRINT & COPY C/O MENTOR GROUP OF COMPANIES			
ID TECHNOLOGY - CANADA CORP			
IMPACT OFFICE SERVICES			
INFIOS US, INC.			
INTERLINE CORPORATION			
INTERNATIONAL STAFFING CONSULTING SERVICES LTD.			
ION PRINT SOLUTIONS			
JAN-DAN CUSTODIAL SERVICES INC.			
JD FACTORS			
JOHNSTON EQUIPMENT			
KAL TIRE			
KIDOMINE DEVELOPMENTS INC.			
KINDERSLEY TRANSPORT LTD.			
KLARITY WASH - FLYIN'S			
KPMG LLP			
LA CRETE TRANSPORT (79) LTD			
LATOPLAST			
LEAVITT MACHINERY CANADA INC.			
LENTASH ENTERPRISES INC.			
LIFEMARK HEALTH CENTRE			
LIUGONG CONSTRUCTION MACHINERY N.A. LLC			
LLOYDSADD INSURANCE BROKERS			
LOCK SURGEON LTD.			
LONE STAR LUMBER			
LOOMIS EXPRESS			
LOTUS SEARCH GROUP LTD.			

LTR MECHANICAL LTD.			
M.C. INSPECTION INC.			
MADILL - THE OFFICE COMPANY			
MAGNACHARGE BATTERY CORP			
MAINLINE EQUIPMENT LTD.			
MAINSTREAM TRANSPORTATION INC.			
MANITOULIN TRANSPORT INC.			
MANPOWER SERVICES (ALBERTA) LTD			
MARKS COMMERCIAL			
MEMORY EXPRESS INC.			
MIDCOM DATA TECHNOLOGIES, INC.			
MISTER SAFETY SHOES INC.			
MULLEN TRUCKING CORP.			
NAPA EDMONTON MAIN			
NATIONAL COLD CHAIN INC			
NATIONAL COLLECTIVE BARGAINING INSTITUTE			
NCC MANAGEMENT LTD.			
NIJJAR BROS TRANSPORT			
NOBEL REIT LIMITED PARTNERSHIP, A SUBSIDIARY OF NEXUS INDUSTRIAL REIT			
NORTH AMERICAN RECEIVABLE MANAGEMENT SERVICES			
NORTH AMERICAN SECURITY SEAL SOLUTIONS INC.			
NORTON ROSE FULBRIGHT CANADA LLP			
NUTTALLS PRINTING & GRAPHICS A DIVISION OF HUNTERS PRINT & SIGNS			
OAKCREEK GOLF & FURS LP			
ONE ENVIRONMENTAL INC.			
ONSITE SIGN			
ON-TRACK RAILWAY OPERATIONS LTD.			
OOPS! DESIGN INC.			
OPEN TEXT INC.			
OVERHEAD DOOR COMPANY OF EDMONTON			
OVERLAND CONTAINER TRANSPORTATION			
OVERLAND WEST FREIGHT LINES LTD			
OWL TIMECLOCK			

PANTHER INDUSTRIES INC.			
PAPER MILL RECYCLING INC.			
PARAMOUNT PALLET, LP			
PETRO CANADA			
PHOENIX FENCE			
PIC-N-HAUL RECYCLING			
PIRET (15709 114 AVENUE NW) HOLDINGS INC			
POSTERTECH			
PRAIRIES TEAMSTERS HEALTH & WELFARE			
PRIORITY MECHANICAL LTD.			
PRO-FORMANCE INTERMODAL INC.			
PUROLATOR INC			
QUADIENT CANADA LTD.			
QUALITY ASSURANCE INTERNATIONAL NSF INTERNATIONAL HOLDINGS			
QUALITY RECYCLED PALLETS (2020) LTD			
RAMP SYSTEMS			
RANDSTAD CANADA			
RAYACOM INC			
RBC FINANCIAL			
RED FLAG TOWING & EQUIPMENT HAULING			
RELEVANT HR LIMITED			
RHK HYDRAULIC CYLINDER SERVICE INC.			
RIVERSTAR FIRE PROTECTION			
ROCKY MOUNTAIN EQUIPMENT			
ROGERS WIRELESS			
ROSENAU TRANSPORT LTD.			
ROVER CARRIER			
SAGE INFRASTRUCTURE SOLUTIONS GROUP INC.			
SCALEHQ			
SENSITECH CANADA INC.			
SHERWOOD PARK STORM U15A			
SKYLINE COMMERCIAL MANAGEMENT INC.			
SLOTLABEL INC.			
SMART FIX ASPHALT INFRARED REPAIR LTD			

SMITH ELECTRIC			
SMITH PERSONNEL			
SOKIL EXPRESS LINES			
SOLV.X ENTERPRISES INC.			
SOS DRAIN CLEANING			
SOURCE OFFICE FURNISHINGS			
SPICERS CANADA ULC			
ST. JOHN AMBULANCE			
STANDARD ROOFING COMPANY INC.			
STAR CANADA INC			
STINGRAY BUSINESS			
SUPER BEE TRANSPORT LTD.			
SUPER SAVE DISPOSAL (ALBERTA) LTD.			
SUPER SAVE FENCE RENTALS INC.			
SUPER SAVE TOILET RENTALS INC.			
SUPERIOR PROPANE			
SUPER-SAVE ENTERPRISES LTD.			
SWINTON BUILDING SERVICES LTD.			
TAYCO CUSTOM WELDING LTD.			
TEAMSTERS PRAIRIE PROVINCES PENSION PLAN			
TEKLYNX AMERICAS			
TEN CANADA LTD.			
TENAQUIP LIMITEE			
THE ANSWER COMPANY			
THE CITY OF CALGARY			
THE ECONO-RACK GROUP (2015) INC.			
THE ELECTRONIC RECYCLING ASSOCIATION OF ALBERTA			
THE NETWORK ENGINEERING TECHNOLOGIES GROUP			
TOTEM WELDING CO LTD			
TRANSPORT DEPOT C/O bcIMC REALTY CORPORATION AND TRANSPORT DEPOT HOLDING INC.			
TRANSX LTD			
TRIDON COMMUNICATION			
TRIMET STORAGE SOLUTIONS INC.			
TST-CF EXPRESS			

TURCSANYI CONSULTING INC. O/A GOOSE DIGITAL			
TVH CANADA LTD.			
ULINE			
ULTRA-LITE OVERHEAD DOORS ULC			
UNIFIRST CANADA			
UNITED RENTALS OF CANADA INC.			
UNIVERSAL RAILWAY OPERATIONS LTD.			
UPS CANADA			
VAN KAM FREIGHTWAYS LTD			
VERSATURE COMMUNICATIONS CORP. T08902C			
VIPOND INC.			
VITRAN			
W5 TRANSPORT LTD.			
WAYMARC INDUSTRIES			
WEALTH SIMPLE INVESTMENTS INC			
WELLS FARGO EQUIPMENT			
WESTERN MATERIALS			
WESTPOINT DRYWALL LTD.			
WOW BROWNIES			
X10 TECHNOLOGIES INC.			
XCALIBER CRANE AND RIGGING			
YELLOW DOG TRUCKING LTD.			
YORK CONSULTING INC.			
YORK REALTY INC.			
YYC TRANSFERS LTD			
ZOOMINFO TECHNOLOGIES LLC			
HR and Safety Contracts			
EXPRESS SERVICES INC	MTE Logistix LP	Staffing Agreement	December 8, 2025
EXPRESS SERVICES INC	MTE Logistix LP	Addendum to Staffing Agreement	Unknown
BIS SAFETY SOFTWARE INC	MTE Logistix LP	Esafety Agreement	December 22, 2025
CERTN	Unknown	Service Terms	
EXPRESS LUMPERS	MTE Logistix	Proposal for Managed Workforce & Lumper Services	December 12, 2025
CASE IQ	MTE Logistix	WBS Integrity Counts	September 30, 2024
ISCS	MTE Logistix Calgary Inc.	Confirmation of Bill Rate	May 26, 2025
RAYMOND INTRALOGISITCS SOLUTIONS	MTE Logistix Edmonton Inc.	G.N. Jonhnston Equipment Co. Ltd. Terms and Conditions of Sale	June 29, 2026

SALARY.COM	MTE Logistix	CompAnalyst Market Data Subscription	July 23, 2026
Security and Monitoring			
UTC FIRE & SECURITY CANADA INC	MTE Logistix	Commercial Security Agreement with Monitoring	September 12, 2018
UTC FIRE & SECURITY CANADA INC	MTE Logistix Edmonton Inc.	Commercial Security Agreement with Monitoring	November 28, 2018
ADT SECURITY SERVICES CANADA INC (part of TELUS)	MTE Logistix	Business Contract	August 26, 2021
ADT SECURITY SERVICES CANADA INC (part of TELUS)	Porter Warehousing and Distribution	Commercial Sales Proposal Agreement	August 29, 2002
TYCO INTEGRATED FIRE & SECURITY o/a JOHNSON CONTROLS	Porter Warehousing and Distribution	Non-traditional telephone service rider	August 1, 2022
TYCO INTEGRATED FIRE & SECURITY o/a JOHNSON CONTROLS	Porter Warehousing and Distribution	Subscriber acknowledgement and limitation of liability agreement regarding cellular communications	August 29, 2022
TYCO INTEGRATED FIRE & SECURITY o/a JOHNSON CONTROLS	Porter Warehousing and Distribution	Commercial Sales Agreement	August 29, 2022
TYCO INTEGRATED FIRE & SECURITY o/a JOHNSON CONTROLS	MTE Logistix Edmonton Inc	Rider for Additional Equipment and/or Services	September 29, 2022
Westland Insurance			
WESTLAND INSURANCE GROUP LTD.	Active Warehousing	Invoice	September 29, 2025
WESTLAND INSURANCE GROUP LTD.	Active Warehousing	Invoice	September 29, 2025
WESTLAND INSURANCE GROUP LTD.	Active Warehousing	Equipment Breakdown	September 29, 2025
WESTLAND INSURANCE GROUP LTD.	Active Warehousing	Equipment Breakdown Coverage	August 4, 2025
WESTLAND INSURANCE GROUP LTD.	Active Warehousing	Insurance	September 29, 2025
IT Contracts			
LES SYSTEMES - TECH-MICRO.COM	MTE Logistix	Invoice	March 1, 2024
LES SYSTEMES - TECH-MICRO.COM	MTE Logistix	Invoice	November 26, 2025
LES SYSTEMES - TECH-MICRO.COM	MTE Logistix	Invoice	March 31, 2026
LES SYSTEMES - TECH-MICRO.COM	MTE Logistix	Invoice	June 12, 2026
VIEWPOINT LOGISTICS SOFTWARE SOLUTIONS INC	MTE Logistix Edmonton Inc.	Agreement	February 25, 2026
AKTION ASSOCIATES, ULC	MTE Logistix	Platform and Application Support Agreement (Acumatica ERP support — Aktion is reseller/implementer)	Quote (Dec 15, 2025; expires January 14, 2026)
ACUMATICA INC (billed via Aktion reseller)	MTE Logistix	SaaS Subscription Renewal Notice — Cloud ERP (12-month renewal)	Renewal Notice (January 1, 2026; period begins March 12, 2026)
ROGERS COMMUNICATIONS CANADA INC.	MTE Logistix Edmonton Inc.	Amendment to Master Enterprise Customer Agreement	March 12, 2025
ROGERS COMMUNICATIONS CANADA INC.	MTE Logistix Edmonton Inc.	Amendment to Master Enterprise Customer Agreement	September 13, 2023
CLUTCH CANADA	MTE Logistix Management Inc.	Quotation	February 5, 2026
NEXTGEN AUTOMATION	MTE Logistix Edmonton Inc.	Equipment Leasing Agreement	March 23, 2026
NEXTGEN AUTOMATION	MTE Logistix Group of Companies	Lease Agreement	Unknown
NEXTGEN AUTOMATION	MTE Logistix Management Inc.	Lease Agreement	Unknown
NEXTGEN AUTOMATION	Active Warehousing Inc	Equipment Leasing Agreement	August 6, 2025
NEXTGEN AUTOMATION	MTE Logistix Management Inc.	Lease Agreement	October 26, 2022
NEXTGEN AUTOMATION	Active Warehousing Inc	Service Agreement	October 4, 2022
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC	MTE Logistix LP	Lease Addendum	October 10, 2025
DE LAGE LANDEN FINANCIAL SERVICES CANADA INC	MTE Logistix LP	Lease Addendum	November 20, 2025
IOMER INTERNET SOLUTIONS INC	MTE Logistix Group of Companies	LMRS Support Agreement	August 20, 2020

SEEBURGER INC.	MTE Logistix	License Subscription	August 18, 2023
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Schedule 1.1(b)

Acquired Leases

(see attached)

Location	Address	Lease title	Lease Date	MTE Party	Landlord	Contact for Landlord	Expiry Date
M1	14627-128 Ave, Edmonton	Third Lease Extension and Amending Agreement	January 9, 2020	MTE Logistix Edmonton Inc.	Summit (14627-128th Avenue NW) LTD., represented by its manager, Summit Industrial Income Management Corp.	75 Summerlea Road, Unit B, Brampton, Ontario, L6T 4V2	July 31, 2033
		Lease Extension Agreement	June 25, 2012	MTE Logistix Edmonton Inc.	SREIT (West No. 3) Ltd (by its Agent Triovest Realty Advisors Inc)	c/o SummitREIT Property Management Ltd., 9637 -- 45 Avenue, Edmonton AB, T6E 5Z8	July 31, 2023
		Lease Extension Agreement	October 5, 2005	MTE Logistix Edmonton Inc.	SREIT (West No. 3) Ltd (by its Agent Triovest Realty Advisors Inc)	See above	September 30, 2015
		Lease Agreement	August 1, 2004	MTE Logistix Edmonton Inc.	SREIT (West No. 3) Ltd (by its Agent Triovest Realty Advisors Inc)	See above	July 31, 2014
B1	14711-128 Ave, Edmonton	Lease Amending Agreement	January 15, 2020	MTE Logistix Edmonton Inc.	MTE Logistix Management Inc.	c/o PO Box 429, Edmonton, AB, T5J 2K1	July 31, 2033
		Second Extension and Modification of Lease Agreement	June 4, 2013	MTE Logistix Edmonton Inc. (formerly 320445 Alberta Ltd)	HGS Investments Ltd and Hoof Holdings Ltd	N/A	September 30, 2020
		Extension and Modification of Lease Agreement	July 16, 2004	MTE Logistix Edmonton Inc. (formerly 320445 Alberta Ltd)	HGS Investments Ltd and Hoof Holdings Ltd	N/A	September 30, 2015
		Lease Amending Agreement	March 1, 1995	Motor Truck Express Ltd	HGS Investments Ltd and Hoof Holdings Ltd	N/A	December 31, 2005
		Lease Amending Agreement	July 14, 1994	Motor Truck Express Ltd	HGS Investments Ltd and Hoof Holdings Ltd	N/A	December 31, 2005
		Lease Amending Agreement	December 23, 1993			N/A	
		Lease Amending Agreement	October 7, 1986	Motor Truck Express Ltd	HGS Investments Ltd and Hoof Holdings Ltd	N/A	June 30, 1995
		Lease Agreement	June 14, 1985	Motor Truck Express Ltd	HGS Investments Ltd and Hoof Holdings Ltd	N/A	June 30, 1995
M5/M6	11250-189 St, Edmonton	Lease Agreement	August 1, 2019	MTE Logistix Edmonton Inc.	MTE Logistix Management Inc.	c/o PO Box 429, Edmonton, AB, T5J 2K1	August 1, 2034
M9	11010 - 178 Street NW, Edmonton	Assignment and Amending of Lease Agreement	August 25, 2025	MTE Logistix Edmonton Inc.	Skyline Commercial Real Estate Holdings Inc (formerly Hoopp Realty Inc)		August 25, 2025

		Extension Agreement	December 1, 2020	MTE Logistix Edmonton Inc.	Skyline Commercial Real Estate Holdings Inc (formerly Hoopp Realty Inc)		January 31, 2036
		Extension Agreement	May 15, 2019	MTE Logistix Edmonton Inc.	Hoopp Realty Inc.		January 31, 2026
		Lease	October 15, 2005	MTE Logistix Edmonton Inc.	Hoopp Realty Inc.		October 31, 2020
A1	12825-149 St, Edmonton	Second Lease Amending Agreement	May, 2026	MTE Logistix Limited Partnership (by its general partner, MLG GP LTD)	N.C.C. Management Ltd	6490 Bradford Place, Delta, BC V4E 1G3	July 31, 2026
		Lease Amending Agreement	April 13, 2026	MTE Logistix Limited Partnership (by its general partner, MLG GP LTD)	N.C.C. Management Ltd	6490 Bradford Place, Delta, BC V4E 1G3	June 30, 2026
		Assignment and Assumption Agreement	January 1, 2025				June 30, 2026
		Lease Extension and Amending Agreement	September 24, 2013	MTE Logistix Edmonton Inc.	N.C.C. Management Ltd	6490 Bradford Place, Delta, BC V4E 1G3	April 30, 2026
		Assignment and Assumption Agreement	November 25, 2009	1094501 Alberta Ltd (Assignor) and MTE Logistix Edmonton Inc (Assignee)	N.C.C. Management Ltd	6490 Bradford Place, Delta, BC V4E 1G3	April 30, 2016
		Lease Extension and Amending Agreement	March 11, 2005	1094501 Alberta Ltd.	N.C.C. Management Ltd	6490 Bradford Place, Delta, BC V4E 1G3	April 30, 2011
		Lease Agreement	March 12, 2004	1094501 Alberta Ltd.	N.C.C. Management Ltd		April 30, 2009
A3	12900-148 St, Edmonton	Second Lease Extension and Amending Agreement	January 13, 2020	MTE Logistix Edmonton Inc.	Summit (12900 148th Street) Ltd., represented by its manager, Summit Industrial Income Management Corp.	75 Summerlea Road, Unit B, Brampton, Ontario, L6T 4V2	July 31, 2030
		Lease Extension and Amending Agreement	June 25, 2012	MTE Logistix Edmonton Inc.	SREIT (West No. 3) Ltd (by its Agent Triovest Realty Advisors Inc)	c/o SummitREIT Property Management Ltd., 9637 -- 45 Avenue, Edmonton AB, T6E 5Z8	July 31, 2020
		Lease Agreement	August 1, 2004	MTE Logistix Edmonton Inc.	SREIT (West No. 3) Ltd (by its Agent Triovest Realty Advisors Inc)	See above	July 31, 2014
A7	11208-189 St, Edmonton	First Lease Amending and Assignment Agreement	May 29, 2026	MTE Logistix Edmonton Inc (Assignor) and MTE Logistix LP (Assignee)	York Realty Inc.	#1600, 10303 Jasper Avenue NW, Edmonton AB T5J 3N6 Tel: 780-421-4000	
		Industrial Lease Agreement	July 10, 2020	MTE Logistix Edmonton Inc.	Albari Holdings Ltd. (sold to York Realty in 2024)	c/o ONE Property Management Limited Partnership - NB: may not be current following sale to York Realty 1750, 333 - 7 Avenue SW	December 31, 2035

P1	15709 - 114 Avenue NW, Edmonton	Lease Amending Agreement	March 23, 2021	Porter Warehousing & Distribution Inc.	Piret (15709 - 114 Avenue NW) Holdings Inc.	121 King Street West Suite 2100 P.O. Box 112 Toronto, Ontario M5H 3T9	July 31, 2031
		Lease Extending and Amending Agreement	June 25, 2012	Porter Warehousing & Distribution Inc.	KS 15709-15735 - 114th Avenue NW Inc., by its duly authorized Agent TRIOVEST REALTY ADVISORS INC.		July 31, 2021
		Lease	August 1, 2004	Porter Warehousing & Distribution Inc.	SREIT (West No. 3) Ltd. c/o SummitREIT Property Management Ltd.	9637 - 45 Avenue Edmonton AB T6E 5Z8	July 31, 2014
P14	16610 - 140 Avenue, Edmonton	Lease Amending Agreement	September 26, 2022	MTE Logistix Limited Partnership	140 Avenue Business Park Limited Partnership	185 The West Mall, Suite 860 Toronto, ON M9C 5L5	August 31, 2033
		Lease	May 4, 2022	MTE Logistix Limited Partnership	140 Avenue Business Park Limited Partnership	See above	July 31, 2033
C4	4770, 5150, 5160 -- 68 Ave SE Calgary	Shared Occupancy and Amending Agreement	June 26, 2025	MTE Logistix Calgary Inc.	bclMC Realty Corporation	bclHMC Realty Corporation and East Foothills Holdings Inc. c/o QuadReal Property Group Limited Partnership Suite 2810, 308 - 4th	
		Lease Extension and Amending Agreement	November 21, 2018	MTE Logistix Calgary Inc.	bclMC Realty Corporation	See above	April 30, 2029
		Lease Amending Agreement	February 9, 2010	MTE Logistix Calgary Inc.	bclMC Realty Corporation	See above	September 30, 2019
		Lease Renewal and Extension Agreement	May 6, 2008	MTE Logistix Calgary Inc.	bclMC Realty Corporation	See above	September 30, 2019
		Lease Agreement	March 23, 1999	MTE Logistix Calgary Inc.	2749355 Canada Inc	N/A	September 30, 2009
C7	4660-68 Ave SE, Calgary	Consent to Assignment and Lease Amending Agreement	June 26, 2025	MTE Logistix Calgary Inc.	bclMC Realty Corporation	bclHMC Realty Corporation and East Foothills Holdings Inc. c/o QuadReal Property Group Limited Partnership Suite 2810, 308 - 4th	
		Consent to Assignment and Lease Amending Agreement	July 27, 2021	MTE Logistix Calgary Inc.	bclMC Realty Corporation	See above	
		Multi-Tenant Industrial Lease	November 21, 2018	MTE Logistix Calgary Inc.	bclMC Realty Corporation	See above	April 30, 2029
C8	5555 - 69 Avenue SE, Calgary	Sublease Agreement	May 6, 2024	MTE Logistix Calgary Inc.	MTE Logistix Calgary Inc. (Sub-Tenant: Titan GMS Limited Partnership)	c/o Choice Properties REIT Suite 410, 330-5th Ave. SW Calgary, Alberta, T2P 0L4 Attention: Property	April 30, 2027

		Multi-Tenant Building Industrial Lease	February 10, 2022	MTE Logistix Calgary Inc.	Canadian Property Holdings (Alberta) Inc.		April 30, 2027
C9	4990 – 68th Avenue SE, Calgary	Industrial Lease Agreement	May 3, 2022	MTE Logistix Calgary Inc.	bclMC Realty Corporation	bclMC Realty Corporation and East Foothills Holdings Inc. c/o QuadReal Property Group Limited Partnership Suite 2810, 308 – 4th	April 30, 2029

Schedule 1.1(ff)

Excluded Assets

I. Excluded Contracts

(see attached)

Customer / Vendor Name	MTE Signed Counterparty	Name of Agreement	Date of Agreement
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II. Excluded Leases

(see attached)

Location	Address	Lease title	Lease Date	MTE Party	Landlord	Contact for Landlord	Expiry Date
M7	14210-157 Ave, Edmonton	Lease Agreement	April 28, 2021	MTE Logistix Edmonton Inc.	Hoopp Realty Inc.		January 1, 2021
	14210-157 Ave, Edmonton	Sublease Agreement	February 21, 2024	MTE Logistix Edmonton Inc. (Sub Tenant: 1390658 Ontario Inc. o/a Tempur Canada)	Skyline Commercial Real Estate Holdings Inc (formerly Hoop Realty Inc) (Head Landlord)	5 Douglas Street, Suite 301 Guelph, Ontario N1H 2S8 Attention Vice President	December 30, 2026
M9.2	18103 - 111 Avenue NW, Edmonton	License and Service Agreement	February 23, 2026	MTE Logistix Edmonton Inc.	MTE Logistix Edmonton Inc.		December 31, 2027
	18103 - 111 Avenue NW, Edmonton	Sublease Agreement	May 19, 2022	MTE Logistix Edmonton Inc.	Wesco Distribution Canada LP	225 W. Station Square Drive, Suite 700 Pittsburgh, PA 15219 Attention: Real Estate	December 31, 2027
	11010 - 178 Street, Edmonton	Multi-Tenant Industrial Lease	January 8, 2008	Wesco Distribution Canada LP	Hoopp Realty Inc.		March 8, 2018
C10	11235-52 St, Calgary	Lease Agreement	February 16, 2024	MTE Logistix Limited Partnership (by its general partner, MLG GP LTD)	Overdrive Investments Limited Partnership (by its general partner Overdrive Investments Inc)	#1600, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6 Attention: Chief Operating Officer Email:	June 1, 2030

Schedule 1.1(oo)

Intellectual Property

(see attached)

Number	Name
1	Trade name - "MTE Logistix"
2	Trade name - "Hydrive Forklift"
3	Trade name - "Porter Warehousing"
4	Trade name - "Active Warehousing"
5	Summit Software System

Schedule 4.2(i)

Required Permits

(see attached)

Number	Name / Type	Certificate/Permit Number	Issued To	Issued By	Facility / Address	Issued Date	Expiry Date
Calgary							
1	Safe Food for Canadians Act License	3BWP4WY4	MTE Logistix Calgary Inc	Canadian Food Inspection Agency	6505 - 48 Street SE, Calgary	September 19, 2023	September 19, 2027
2	Certified Organic - Certificate of Compliance	C0768832-CORHDLR-3	MTE Logistix Calgary Inc	Canada Organic Regime	6505 - 48 Street SE, Calgary	October 20, 2023	July 13, 2026
3	COR Organic System Plan Summary	C0768832-CORHDLR-3	MTE Logistix Calgary Inc	Canada Organic Regime	6505 - 48 Street SE, Calgary	October 20, 2023	N/A
4	Food Facility Registration	14640455518	MTE Logistix Calgary Inc	U.S. Food and Drug Administration	6505 - 48 Street SE, Calgary	January 1, 2025	December 31, 2026
5	Global Standard for Storage and Distribution	24599 (Auditor number) or 10009647 (BRCGS Site Code)	MTE Logistix LP	ANSI National Accreditation Board	6505 - 48 Street SE, Calgary 6560 - 68 Avenue SE, Calgary 4990 - 68 Avenue SE, Calgary	June 27, 2025	August 7, 2026
6	Food Handling Permit	0000375346	MTE Logistix LP	Alberta Health Services	6505 - 48 Street SE, Calgary	September 1, 2025	August 31, 2026
7	Organic Packaging and Labelling Certificate	C0768832-CORPNL-3	MTE Logistix Calgary Inc	Canada Organic Regime	6505 - 48 Street SE, Calgary	January 14, 2026	January 13, 2027
8	COR Organic System Plan Summary	C0768832-CORPNL-3	MTE Logistix Calgary Inc	Canada Organic Regime	6505 - 48 Street SE, Calgary	January 14, 2026	N/A
9	Food Handling Permit	0000393466	MTE Logistix LP	Alberta Health Services	5201 - 110 Avenue SE, Calgary	March 1, 2026	February 28, 2027
10	Food Handling Permit	0000394066	MTE Logistix LP	Alberta Health Services	4660 - 68 Avenue SE, Calgary	April 1, 2026	March 31, 2027
11	Food Handling Permit	0000394871	MTE Logistix LP	Alberta Health Services	4990 - 68 Avenue SE, Calgary	April 1, 2026	March 31, 2027
12	Business License	BL290231	MTE Logistix Calgary Inc	City of Calgary	6505 - 48 Street SE, Calgary	October 1, 2025	September 30, 2026
13	Business License	BL297511	MTE Logistix Calgary Inc	City of Calgary	4660 - 68 Avenue SE, Calgary	February 11, 2026	February 10, 2027
14	Business License	BL297518	MTE Logistix Calgary Inc	City of Calgary	5201 - 110 Avenue SE, Calgary	April 9, 2026	April 8, 2027
15	Business License	BL298250	MTE Logistix Calgary Inc	City of Calgary	5018 - 68 Avenue SE, Calgary	April 16, 2026	April 15, 2027
16	Occupancy Permit	BP2025-22045	MTE Logistix Calgary Inc	City of Calgary	5201 - 110 Avenue SE, Calgary	February 24, 2026	N/A
17	Safe Food for Canadians Act License	3BWP4WY4	MTE Logistix Calgary Inc	Canadian Food Inspection Agency	6505 - 48 Street SE, Calgary	September 19, 2023	September 19, 2027
Edmonton							
18	Food Facility Registration	11373373174	Porter Warehousing & Distribution Inc.	U.S. Food and Drug Administration	16810 - 140 Avenue NW, Edmonton	January 1, 2025	December 31, 2026
19	Food Facility Registration	16616004850	MTE Logistix Group of Companies	U.S. Food and Drug Administration	14627 - 128 Avenue NW, Edmonton	January 1, 2025	December 31, 2026
20	Food Facility Registration	10530082306	Porter Warehousing & Distribution Inc.	U.S. Food and Drug Administration	15703 - 114 Avenue NW, Edmonton	January 1, 2025	December 31, 2026
21	Food Handling Permit	0000198262	MTE Logistix Edmonton Inc.	Alberta Health Services	11250 - 189 Street NW, Edmonton	July 1, 2025	June 30, 2026
22	Food Handling Permit	0000032160	MTE Logistix Edmonton Inc.	Alberta Health Services	14627 - 128 Avenue NW, Edmonton	October 1, 2025	September 30, 2026
23	Food Handling Permit	0000019479	MTE Logistix Edmonton Inc.	Alberta Health Services	11010 - 117 Street NW, Edmonton	October 1, 2025	September 30, 2026
24	Food Handling Permit	0000020591	Porter Warehousing & Distribution Inc.	Alberta Health Services	15703 - 114 Avenue NW, Edmonton	October 1, 2025	September 30, 2026
25	Global Standard for Storage and Distribution	20411 (Auditor number) or 10006684 (BRCGS Site Code)	MTE Logistix Group of Companies	AIB International Certification Services	14627 - 128 Avenue NW, Edmonton 11250 - 189 Street NW, Edmonton 15703 - 114 Avenue NW, Edmonton	October 5, 2025	January 24, 2027
26	Food Handling Permit	0000276150	Porter Warehousing & Distribution Inc.	Alberta Health Services	16810 - 140 Avenue NW, Edmonton	November 1, 2025	October 31, 2026
27	Alarm Permit Application	N/A	MTE Logistix Edmonton Inc.	Edmonton Police Service Alarm Control Detail	11208 - 189 Street NW, Edmonton	June 1, 2021	N/A
28	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	11208 - 189 Street NW, Edmonton	September 8, 2021	N/A
29	Alarm Permit Application	N/A	MTE Logistix Edmonton Inc.	Edmonton Police Service Alarm Control Detail	11607 - 178 Street, Edmonton	June 1, 2021	N/A
30	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	11607 - 178 Street, Edmonton	September 8, 2021	N/A
31	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	11010 - 178 Street, Edmonton	September 8, 2021	N/A
32	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	11250 - 189 Street NW, Edmonton	September 8, 2021	N/A
33	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	12851 - 175 Street, Edmonton	September 8, 2021	N/A
34	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	14627 - 128 Avenue NW, Edmonton	September 8, 2021	N/A
35	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	18103 - 111 Avenue, Edmonton	September 8, 2021	N/A
36	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	18150 - 109 Avenue, Edmonton	September 8, 2021	N/A
37	Alarm Permit Application	N/A	MTE Logistix	Edmonton Police Service Alarm Control Detail	18553 - 105 Avenue, Edmonton	September 8, 2021	N/A
38	Alarm Permit Application	N/A	Porter Warehousing & Distribution Inc.	Edmonton Police Service Alarm Control Detail	15703 - 114 Avenue NW, Edmonton	November 1, 2022	N/A
39	Alarm Permit Application	N/A	Porter Warehousing & Distribution Inc.	Edmonton Police Service Alarm Control Detail	17374 - 116 Avenue, Edmonton	November 29, 2022	N/A
40	Alarm Permit Application	N/A	Porter Warehousing & Distribution Inc.	Edmonton Police Service Alarm Control Detail	16810 - 140 Avenue NW, Edmonton	February 25, 2020	N/A
41	Business License Certificate	540880326-001	MTE Logistix LP	City of Edmonton	11010 - 178 Street, Edmonton	N/A	December 23, 2026
42	Business License Certificate	540879295-001	MTE Logistix LP (Active Warehousing)	City of Edmonton	11208 - 189 Street NW, Edmonton	N/A	November 20, 2026
43	Business License Certificate	538577593-001	MTE Logistix LP (Active Warehousing)	City of Edmonton	12825 - 149 Street NW, Edmonton	N/A	November 14, 2026
44	Business License Certificate	535783535-001	MTE Logistix LP (Active Warehousing)	City of Edmonton	12900 - 148 Street NW, Edmonton	N/A	November 13, 2026
45	Business License Certificate	540881231-001	MTE Logistix LP	City of Edmonton	14627 - 128 Avenue NW, Edmonton	N/A	December 23, 2026
46	Business License Certificate	538575296-001	MTE Logistix LP (Porter Warehousing and Distribution)	City of Edmonton	15703 - 114 Avenue NW, Edmonton	N/A	November 14, 2026
47	Business License Certificate	538576602-001	MTE Logistix LP (Porter Warehousing and Distribution)	City of Edmonton	16610 - 140 Avenue NW, Edmonton	N/A	December 4, 2026
48	Business License Certificate	549416029 - 001	MTE Logistix LP	City of Edmonton	18103 - 111 Avenue NW, Edmonton	N/A	January 6, 2027
49	Business License Certificate	538212385-001	MTE Logistix LP	City of Edmonton	11250 - 189 Street NW, Edmonton	N/A	November 20, 2026
50	Sliding Agreement	N/A		Canadian National Railway Company		July 2, 2026	October 30, 2026
51	Cybersecure Canada Certification	25008	MTE Logistix	Cybersecure Canada Certification Body	14627 - 128 Avenue NW, Edmonton	July 23, 2025	July 27, 2027
52	Temporary Letter of Certification	N/A	MTE Logistix LP	Alberta Construction Safety Association	14627 - 128 Avenue NW, Edmonton	June 18, 2026	December 18, 2026

Schedule 4.2(j)

Required Consents

(see attached)

Customer / Vendor Name	MTE Signed Counterparty	Name of Agreement	Date of Agreement
BREWERS' DISTRIBUTOR LTD	MTE Logistix Edmonton Inc.	Brewers Distributing Contract	April 1, 2002
OWENS CORNING CANADA, LP	Porter Warehousing & Distribution Inc.	Second Amendment to Master Services Agreement	May 16, 2024
OWENS CORNING CANADA, LP	Porter Warehousing & Distribution Inc.	First Amendment to Master Services Agreement	August 24, 2022
OWENS CORNING CANADA, LP	Porter Warehousing & Distribution Inc.	Master Warehouse Services Agreement	April 1, 2021
BUNGE CANADA	MTE Logistix Edmonton Inc.	Rate Quote	January 1, 2026
WESTROCK COMPANY OF CANADA CORP	MTE Logistix Edmonton Inc.	Third Amendment to Public Warehouse Agreement	February 28, 2024
WESTROCK COMPANY OF CANADA INC	MTE Logistix Calgary Inc.	Third Amendment to Public Warehouse Agreement	February 20, 2024
WESTROCK COMPANY OF CANADA INC	MTE Logistix Calgary Inc.	Second Amendment to Public Warehouse Agreement	February 2, 2022
WESTROCK COMPANY OF CANADA INC	MTE Logistix Edmonton Inc.	Second Amendment to Public Warehouse Agreement	February 2, 2022
WESTROCK COMPANY OF CANADA INC	MTE Logistix Calgary Inc.	First Amendment to Public Warehouse Agreement	June 26, 2019
WESTROCK COMPANY OF CANADA INC	MTE Logistix Edmonton Inc.	First Amendment to Public Warehouse Agreement	June 26, 2019
WESTROCK COMPANY OF CANADA INC	MTE Logistix Calgary Inc.	Public Warehouse Agreement	June 20, 2017
WESTROCK COMPANY OF CANADA INC	MTE Logistix Edmonton Inc.	Public Warehouse Agreement	June 20, 2017
C.B. POWELL LTD	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
PRINCESS AUTO LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	January 20, 2026
PRINCESS AUTO LTD	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	July 9, 2024
A. LASSONDE INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	July 9, 2025
ALBERTA PACIFIC FOREST INDUSTRIES INC	MTE Logistix LP	Services and Pricing Rate Agreement	January 2, 2026
ALBERTA PACIFIC FOREST INDUSTRIES INC	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2025
CASCADES CANADA ULC	MTE Logistix Edmonton Inc.	First Amendment to the Warehousing Services Agreement	May 1, 2025
CASCADES CANADA ULC	MTE Logistix Edmonton Inc.	Warehousing Services Agreement	May 31, 2023
CANADIAN ENERGY SERVICE LP	MTE Logistix LP	Services and Pricing Rate Agreement	November 24, 2024
TRAEGER GRILLS / TRAEGER PELLET GRILLS LLC	MTE Logistix Calgary Inc.	Amendment to Logistics Services Agreement	November 12, 2025
TRAEGER GRILLS / TRAEGER PELLET GRILLS LLC	MTE Logistix Calgary Inc.	Logistics Services Agreement	August 9, 2022
LABATT EDMONTON BREWERY	MTE Logistix Edmonton Inc.	Services and Pricing Rate Agreement	November 30, 2022
LABATT BREWING COMPANY LIMITED	MTE Logistix Edmonton Inc.	Warehousing Agreement	November 17, 2020
DOMTAR INC.	Active Warehousing Inc.	Warehouse Services Agreement	July 1, 2026
CENOVUS ENERGY INC ... (CENOVUS ENERGY, C/O VISTA PROJECTS, CENOVUS FCCL, GLP UPSTREAM PROJECT, SLN UPSTREAM PROJECT, HUSKY SGS SPRUCE LAKE EAST, HUSKY SGS PROGRAM 2 SPRUCE LAKE EAST, HUSKY SGS EDAM CENTRAL)	MTE Logistix Edmonton Inc.	Goods and Services Agreement	July 15, 2019
A. LASSONDE INC	Porter Warehousing & Distribution Inc.	Services and Pricing Rate Agreement	July 9, 2025
RIVIANA FOODS CANADA CORP	MTE Logistix Calgary Inc.	Services and Pricing Rate Agreement	June 1, 2025
ENMAX ENERGY CORPORATION	MTE Logistix Management Inc.	Electricity Services Agreement	February 7, 2024
GAS ALBERTA ENERGY	MTE Logistix LP	Firm Fixed Price Natural Gas Purchase Agreement	July 19, 2024 (Confirmation: September 19, 2024)
TELUS COMMUNICATIONS INC.	MTE Logistix Edmonton Inc. + MTE Logistix Calgary Inc.	Communications Services Agreement (Edmonton) + Amendment (Calgary)	January 9, 2020
TELUS MOBILITY	MTE Logistix Edmonton Inc. + MTE Logistix Calgary Inc.	Communications Services Agreement (Edmonton) + Amendment (Calgary)	January 9, 2020
MAVES INTL SOFTWARE CORP (signing party, VIEWPOINT LOGISTICS SOFTWARE SOLUTIONS INC.)	MTE Logistix Edmonton Inc.	Subscription License	February 25, 2026 (updated)
LE CONSTRUCTION & MAINTENANCE	MTE Logistix Group of Companies	Year Round Maintenance 2025-2026	October 6, 2025
CULLIGAN WATER	Porter Warehousing and Distribution	Bottle Water Cooler Contract	May 20, 2022
CULLIGAN WATER	Porter Warehousing and Distribution	Bottle Water Cooler Contract	October 7, 2022
CULLIGAN WATER	Porter Warehousing and Distribution	Bottle Water Cooler Contract	April 28, 2022
CULLIGAN WATER	MTE Logistix	Bottle Water Cooler Contract	April 16, 2021
CULLIGAN WATER	MTE Logistix Group - Porter	Bottle Water Cooler Contract	June 28, 2022
CULLIGAN WATER	Porter Warehousing and Distribution	Bottle Water Cooler Contract	October 7, 2022
CULLIGAN WATER	Porter Warehousing and Distribution	Bottle Water Cooler Contract	December 13, 2022
KORBER SUPPLY CHAIN US, INC.	MTE Logistix Management Inc.	Order Form / Software products license	December 22, 2020
TERAGO NETWORKS INC. (Not in 327 — relationship may be dormant)	MTE Logistix	Master Services Agreement (and Connectivity Order Form)	March 26, 2009 (Agreement) + Dec 22, 2017 (Wireless Access Order)
NET2PHONE CANADA	MTE Logistix LP	Service Proposal	December 9, 2024

Schedule 6.2(d)

Vendor Group Excise Tax Act Registration Numbers

(see attached)

Schedule 9.2

Transition Services Agreement

(see attached)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (the “**Transition Services Agreement**”) is made as of [●], 2026 (the “**Effective Date**”)

BETWEEN:

MTE LOGISTIX LIMITED PARTNERSHIP, a limited partnership duly formed and validly existing under the laws of Alberta (the “**Vendor**”) by its sole general partner, **MLG GP LTD.**, a corporation duly incorporated and validly existing under the laws of the Province of British Columbia (“**MLG GP**”)

-and-

ACTIVE WAREHOUSING INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Active Warehousing**”)

-and-

HYDRIVE FORKLIFT & EQUIPMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Hydrive**”)

-and-

MTE LOGISTIX CALGARY INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Calgary**”)

-and-

MTE LOGISTIX EDMONTON INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Edmonton**”)

-and-

MTE LOGISTIX MANAGEMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Management**”)

-and-

PORTER WAREHOUSING & DISTRIBUTION INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Porter Warehousing**” and, together with MLG GP, Active Warehousing, Hydrive, MTE Calgary, MTE Edmonton and MTE Management, the “**Guarantors**”, and the Guarantors, together with the Vendor, the “**Vendor Group**”)

-and-

2831608 ALBERTA LTD., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (the “**Purchaser**”)

WHEREAS the Vendor Group is subject to an Initial Order dated June 29, 2026 issued by the Court of King's Bench of Alberta (the "**Court**") (as the same may be amended or amended and restated from time to time, the "**Initial Order**") which, among other things, granted protection in respect of the Vendor Group under the *Companies' Creditors Arrangement Act*, as amended (the "**CCAA Proceedings**") and appointed KPMG Inc. as the monitor of the CCAA Proceedings (the "**Monitor**");

AND WHEREAS the Purchaser and the Vendor Group are parties to an asset purchase agreement dated as of July 10, 2026 (the "**Asset Purchase Agreement**") pursuant to which, among other things, the Purchaser has agreed to purchase (or take an assignment of) and the Vendor Group has agreed to sell or assign certain assets currently used in connection with the business (the "**Business**") of the Vendor Group (the "**Purchased Assets**"), subject to the approval of the Court (the "**Transaction**");

AND WHEREAS the Transaction closed on [●], 2026 and, following such closing, the Purchaser now requires the Vendor Group to perform certain Transition Services (as defined below);

AND WHEREAS the execution and delivery of the Asset Purchase Agreement and this Transition Services Agreement, in each case, by the Purchaser and the Vendor Group, were approved by an order of the Court on July 20, 2026 (the "**Vesting Order**");

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

Article 1 **INTERPRETATION**

1.1 Definitions

In this Transition Services Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (a) "**Active Warehousing**" has the meaning given to such term in the preamble above;
- (b) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- (c) "**Approved Budget**" has the meaning given to such term in Section 4.1(a) hereof;
- (d) "**Approved Budget Expenditures**" has the meaning given to such term in Section 4.4(a) hereof;
- (e) "**Approved Budget Shortfall**" has the meaning given to such term in Section 4.4(c) hereof;
- (f) "**Asset Purchase Agreement**" has the meaning given to such term in the recitals above;
- (g) "**Business**" has the meaning given to such term in the recitals above;
- (h) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Calgary;
- (i) "**Calgary Collective Agreement**" means the Collective Agreement dated July 17, 2025, between MTE Logistix Calgary Inc. and General Teamsters, Local Union No. 362;

- (j) **"CCAA Proceedings"** has the meaning given to such term in the recitals above;
- (k) **"Collective Agreements"** means the Calgary Collective Agreement and the Edmonton Collective Agreement;
- (l) **"Court"** has the meaning given to such term in the recitals above;
- (m) **"Cure Costs"** means the amount of all monetary defaults if any, existing in respect of any Outstanding Consents that are required to be paid in order to obtain such Outstanding Consents;
- (n) **"Damages"** has the meaning given to such term in Section 5.1(a) hereof;
- (o) **"Edmonton Collective Agreement"** means the Collective Agreement dated February 28, 2025 between MTE Logistix Edmonton Inc. and General Teamsters, Local Union No. 362;
- (p) **"Effective Date"** has the meaning given to such term in the preamble above;
- (q) **"Effective Time"** means 10:00 a.m. (Mountain Daylight Time), or such other time as agreed to by the Parties, on the Effective Date;
- (r) **"Excluded Assets"** has the meaning given to such term in the Asset Purchase Agreement;
- (s) **"Funding Account"** means a bank account designated by the Monitor prior to the Effective Date for the purposes of receiving funds deposited by the Purchaser for the account of the Vendor Group;
- (t) **"Governmental Entity"** means any federal, provincial, or municipal court, board, tribunal, arbitrator or arbitral panel, administrative agency or commission or other governmental or regulatory agency, ministry, department or authority;
- (u) **"Guarantors"** has the meaning given to such term in the preamble above;
- (v) **"Hired Employee"** has the meaning given to such term in Section 3.2 hereof;
- (w) **"Hydrive"** has the meaning given to such term in the preamble above;
- (x) **"Indemnifiable Claims"** has the meaning given to such term in Section 5.2(a) hereof;
- (y) **"Initial Budget"** has the meaning given to such term in Section 4.1(a) hereof;
- (z) **"Initial Order"** has the meaning given to such term in the recitals above;
- (aa) **"Management Signatories"** means Stephane Ethier and Corey Knipelberg;
- (bb) **"MLG GP"** has the meaning given to such term in the preamble above;
- (cc) **"Monitor"** has the meaning given to such term in the recitals above;
- (dd) **"Monitor Indemnified Parties"** has the meaning given to such term in Section 5.2(a) hereof;
- (ee) **"MTE Calgary"** has the meaning given to such term in the preamble above;
- (ff) **"MTE Edmonton"** has the meaning given to such term in the preamble above;

- (gg) **"MTE Management"** has the meaning given to such term in the preamble above;
- (hh) **"Outstanding Consent"** has the meaning given to such term in Section 2.5(c) hereof;
- (ii) **"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; **"Parties"** means every Party;
- (jj) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, 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;
- (kk) **"Porter Warehousing"** has the meaning given to such term in the preamble above;
- (ll) **"Premises"** means the premises listed in Schedule 1.1(ll) hereto;
- (mm) **"Purchased Assets"** has the meaning given to such term in the recitals above;
- (nn) **"Purchaser"** has the meaning given to such term in the preamble above;
- (oo) **"Purchaser Personnel"** has the meaning given to such term in Section 5.2(a)(i) hereof;
- (pp) **"Purchaser Released Parties"** has the meaning given to such term in Section 5.1(a) hereof;
- (qq) **"Purchaser Termination"** has the meaning given to such term in Section 6.3(b) hereof;
- (rr) **"Rights"** has the meaning given to such term in Section 2.5 hereof;
- (ss) **"Services Period"** has the meaning given to such term in Section 3.1(b) hereof;
- (tt) **"Taxes"** means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, imposed by any governmental authority (including federal, state, provincial, municipal and foreign governmental authorities), and whether disputed or not;
- (uu) **"Term"** has the meaning given to such term in Section 6.3(a) hereof;
- (vv) **"Termination"** means a Purchaser Termination or a Vendor Termination;
- (ww) **"Termination Direction"** has the meaning given to such term in Section 3.3(b) hereof;
- (xx) **"Transaction"** has the meaning given to such term in the recitals above;
- (yy) **"Transition Assets"** means the Transition Contracts, Transition Leases and Transition Permits (each as defined below);
- (zz) **"Transition Contracts"** means the contracts required for the operation of the Business which are not part of the Purchased Assets, as set out in Schedule 1.1(zz) hereof;

- (aaa) **"Transition Employees"** has the meaning given to such term in Section 3.1(a) hereof;
- (bbb) **"Transition Leases"** means the leases required for the operation of the Business which are not part of the Purchased Assets, as set out in Schedule 1.1(bbb) hereof;
- (ccc) **"Transition Permits"** means the permits, licenses, authorizations, and approvals of any Governmental Entity held by any member of the Vendor Group in connection with the operation of the Business that have not been transferred, reissued or obtained as of the Effective Time, as set out in Schedule 1.1(ccc) hereof;
- (ddd) **"Transition Services"** means the services performed by the Vendor Group for the benefit of the Purchaser in connection with the Transaction, as set out in Schedule 1.1(ddd) hereof;
- (eee) **"Transition Services Agreement"** has the meaning given to such term in the preamble above;
- (fff) **"Vendor"** has the meaning given to such term in the preamble above;
- (ggg) **"Vendor and Monitor Released Parties"** has the meaning given to such term in Section 5.1(b) hereof;
- (hhh) **"Vendor Group"** has the meaning given to such term in the preamble above;
- (iii) **"Vendor Indemnified Parties"** has the meaning given to such term in Section 5.2(a) hereof;
- (jjj) **"Vendor Termination"** has the meaning given to such term in Section 6.3(c) hereof;
- (kkk) **"Vesting Order"** has the meaning given to such term in the recitals above;
- (lll) **"Wind-Down Period"** shall mean the **[60-day]** period following the Effective Date, subject to any extensions as may be consented to by the Purchaser, in its sole discretion, including extensions on a customer-specific basis;

1.2 Interpretation of Agreement

In this Transition Services Agreement, unless otherwise expressly stated:

- (a) references to "herein", "hereto", "hereby", "hereunder", "hereof", and similar expressions shall refer to this Agreement as a whole and not to any particular article, section, subsection, paragraph, subparagraph, clause or schedule in which such words appear;
- (b) references to "including" shall be deemed to be followed by the words "without limitation", and "include", "includes" or other derivatives thereof shall have corresponding meanings;
- (c) unless the context otherwise requires, "or" is used in the inclusive sense of "and/or";
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders, all as may be applicable in the context;
- (e) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;

- (f) any reference to any agreement, contract, document or other instrument, including this Agreement, shall be construed as referring to such agreement, contract, document or other instrument as amended, modified, supplemented, restated or replaced and in effect from time to time in accordance with the terms thereof;
- (g) any reference to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, or schedules thereto;
- (h) any reference to any law is a reference to that law as amended from time to time and the rules and regulations promulgated thereunder;
- (i) any reference to "\$" or to dollar amounts shall be to the lawful currency of Canada unless otherwise indicated;
- (j) any reference to a Party shall be deemed to include such Party's successors and permitted assigns; and
- (k) all references to time are to the then applicable time in Calgary, Alberta.

1.3 No Contra Proferentem Rule

No provision in this Transition Services Agreement shall be interpreted for or against either Party because that Party or its legal counsel drafted such provision, and the *contra proferentem* rule of construction shall have no application to the construction of, interpretation of, or adjudication respecting, this Agreement.

1.4 Section and Schedule References

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed below, are an integral part of this Agreement:

Schedule 1.1(II)	Premises
Schedule 1.1(zz)	Transition Contracts
Schedule 1.1(bbb)	Transition Leases
Schedule 1.1(ccc)	Transition Permits
Schedule 1.1(ddd)	Transition Services

Article 2 TRANSITION SERVICES

2.1 Provision of Transition Services

Subject to and strictly in accordance with the terms of this Transition Services Agreement and the Asset Purchase Agreement, the Vendor Group shall provide the Transition Services to the Purchaser in accordance with Schedule 1.1(ddd) hereof; provided, however, that the Purchaser shall have the right to amend Schedule 1.1(ddd) hereof from time to time during the Term to add, remove or modify the Transition Services by providing notice to the Vendor Group and the Monitor pursuant to Section 6.4 hereof.

2.2 Occupation

Subject to Section 2.1, the Vendor Group shall remain in occupation of the Premises during the Term.

2.3 Access

The Vendor Group will allow all Purchaser personnel (including Hired Employees), the Monitor and any third parties designated by the Purchaser to access the Premises for any reason from time to time during the Term and will ensure that the Transition Employees cooperate with all reasonable requests made by such individuals.

2.4 Transition Assets

- (a) The Vendor Group shall remain party to the Transition Assets during the period from the Effective Time until the earlier of: (a) the expiration of the Transition Asset in accordance with its terms, subject to any agreed upon renewals; (b) upon request by the Purchaser, subject to any Outstanding Consent and to the extent assignable, the assignment of a Transition Asset to the Purchaser by the Vendor Group; (c) the granting of an order of the Court assigning such Transition Assets to the Purchaser; or (d) Termination. Upon the applicable member of the Vendor Group ceasing to be a party to any such Transition Assets pursuant to the foregoing sentence, the obligations in respect of such Transition Assets shall cease and Purchaser's funding obligations in respect thereof shall be adjusted in the next Approved Budget.
- (b) With respect to the Transition Permits, the Vendor Group shall cooperate with the Purchaser in applying for new permits, licenses, authorizations and approvals from any Governmental Entity that are necessary for the operation of the Business by the Purchaser to the extent that any such items are not able to be transferred, reissued or confirmed in the name of the Purchaser as Transition Permits.

2.5 Outstanding Consents

During the Term, with respect to any Transition Assets or any claim, right or benefit arising under or resulting from such Transition Assets (collectively, the "**Rights**") that have not been transferred to the Purchaser as of the Effective Date, the Vendor Group shall:

- (a) hold such Rights in trust for the Purchaser and comply with the terms and provisions of such Rights as agent for the Purchaser;
- (b) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser;
- (c) cooperate with the Purchaser in obtaining any such approval, consent or waiver required in order to transfer such Right (each, an "**Outstanding Consent**"), including, at the option of the Purchaser, by seeking an order of the Court in form and substance assigning such Rights to the Purchaser; and
- (d) promptly pay to the Purchaser all moneys collected by or paid to such member of the Vendor Group in respect of such Rights.

Notwithstanding the foregoing, the Purchaser shall be responsible for all Cure Costs incurred in connection with obtaining any Outstanding Consent during the Term provided that such Cure Costs are agreed upon by the Purchaser. If any Outstanding Consent has not been obtained within a reasonable period of time following the Effective Date, the Purchaser may, in its sole discretion, provide notice to the Vendor Group and the Monitor pursuant to Section 6.4 hereof that such Right shall be deemed to be an Excluded Asset and, following receipt of such notice, the applicable member of the Vendor Group may disclaim or terminate any agreement pertaining to such Right provided that the Purchaser shall be responsible for funding any additional costs associated with such disclaimer or termination.

2.6 Information Technology

During the Term, the Purchaser hereby grants the Vendor Group a limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable licence to use any information technology systems that were included in the Purchased Assets; provided, however, that the Vendor Group may only use such systems to the extent such use is necessary to provide the Purchaser with the Transition Services.

2.7 Disclaimer of Assets

Subject to the terms of this Transition Services Agreement, the Vendor Group shall not surrender possession of or disclaim, or otherwise terminate any interest that any member of the Vendor Group may have in any Transition Assets during the Term unless otherwise agreed by the Purchaser.

Article 3 EMPLOYMENT MATTERS

3.1 Services of Transition Employees

- (a) In order to provide the Transition Services in accordance with this Transition Services Agreement, the Vendor Group shall continue to employ a certain level of warehouse, logistics, administrative and managerial employees (the “**Transition Employees**”) which Transition Employees may be adjusted from time to time in accordance with this Transition Services Agreement.
- (b) The Vendor Group shall provide the Purchaser with the Transition Services utilizing the Transition Employees during the period (the “**Services Period**”) from the Effective Date until Termination. Except as provided in Sections 3.2, 3.3 and 6.5(b) hereof, during the Services Period, the Transition Employees shall remain employees of the Vendor Group. Except as provided in Section 3.2 hereof, nothing in this Transition Services Agreement or the Asset Purchase Agreement shall create a relationship of employer and employee between the Purchaser and any of the Transition Employees. During the Services Period, the Vendor Group shall perform all obligations and discharge all liabilities that may be imposed on them by Applicable Law as employers of the Transition Employees. The Vendor Group shall be responsible for the day-to-day supervision and management of the Transition Employees during the Services Period. The Vendor Group shall be responsible for the payment of all wages to employees of the Vendor Group for the services those employees provide as employees of the Vendor Group during the Services Period.

3.2 Hired Employees

From time to time during the Services Period, the Purchaser may elect to offer employment to one or more Transition Employees on such terms as the Purchaser may deem appropriate (each employee who accepts such offer being a “**Hired Employee**”). A Hired Employee will thereafter be subject to control and direction from the Purchaser, and the Vendor Group will provide (i) all assistance reasonably requested by the Purchaser in facilitating the resignation of such Hired Employees from the employ of the Vendor Group and their subsequent engagement by the Purchaser, and (ii) such Hired Employees with continued access to the Premises and information in the same manner as if they had remained employed by the Vendor Group for the provision of the Transition Services. For greater certainty, nothing in this Transition Services Agreement requires the Purchaser to hire any of the Transition Employees.

3.3 Termination of Employees

- (a) Subject to the terms hereof and upon the receipt of the Purchaser's prior consent, acting reasonably, the Vendor Group may terminate the employment of any Transition Employees prior to termination of the applicable Services Period for each Transition Employee,

provided that the Transition Services obligations hereunder continue to be met by the Vendor Group. The Purchaser acknowledges and agrees that the Vendor Group shall be entitled, in their sole discretion and without further notice to or consent of the Purchaser, to terminate the employment of any Transition Employees following the termination of the Services Period for such Transition Employee.

- (b) During the Services Period, the Purchaser may, in its sole discretion, direct the Vendor Group to terminate the employment of any Transition Employee who is not a Unionized Employee (as defined in the Asset Purchase Agreement) by providing written notice to the Vendor Group pursuant to Section 6.4 hereof which notice shall specify the Transition Employee(s) to be terminated and the effective date of such termination (such notice, a **"Termination Direction"**). Upon receipt of a Termination Direction, the Vendor Group shall terminate the employment of applicable Transition Employee(s) effective as of the date specified in such Termination Direction and the Purchaser shall be responsible for funding final wages and vacation pay amounts up to the effective date of such employee's termination..

3.4 Unionized Employees

The Parties hereby acknowledge and agree that the Purchaser is bound by the Collective Agreements as a successor employer from and after the closing of the Transaction in accordance with the terms and conditions of the Asset Purchase Agreement and that during the term of this Agreement the Vendor Group will continue to provide services in accordance with the terms of the Collective Agreements and the Purchaser shall be responsible for funding all costs associated with the Vendor Group's compliance with the Collective Agreements during the Services Period, which costs shall be included in the Approved Budget. The Vendor Group shall further cooperate with the Purchaser in connection with any negotiations or discussions with General Teamsters, Local Union No. 362 during the Term and the Vendor Group will not agree to any terms for the renewal of the Collective Agreements without the approval of the Purchaser.

Article 4 FUNDING OBLIGATIONS

4.1 Purchaser's Funding Obligations

- (a) The Purchaser's funding obligations under this Transition Services Agreement will be based on a rolling budget to be prepared, or updated, by the Vendor Group in consultation with the Monitor by 5:00 p.m. (Mountain Daylight Time) **[on Wednesday of each week]**¹ during the Term for the period commencing the subsequent Monday. Such budget will be approved by the Purchaser in its sole discretion. The initial Budget (the **"Initial Budget"**) shall be prepared by the Vendor Group, in consultation with the Monitor and the Purchaser, not less than ten (10) days prior to the Effective Date for approval by the Purchaser, in its sole discretion (such Purchaser approved budgets, or the Initial Budget, an **"Approved Budget"**).
- (b) Notwithstanding anything to the contrary in this Transition Services Agreement, the Parties hereby acknowledge and agree that all Approved Budgets remain subject to ongoing review and adjustment by the Purchaser as may be necessary to reflect changes in circumstances. The Purchaser will endeavor in good faith to provide reasonable advance notice of any change in such Approved Budget to the Vendor Group and the Monitor pursuant to Section 6.4 hereof.

¹ **NTD:** Schedule of Budget preparation to be confirmed.

- (c) Budgeted costs and expenses shall include all costs and expenses reasonably incurred by the Vendor Group to provide the Transition Services, consistent with the Approved Budget, including without limitation:
 - (i) costs directly related to the Transition Assets during the Term;
 - (ii) rent, property taxes, common area costs, utility charges, maintenance costs and operating costs associated with the Vendor Group's occupation of the Premises;
 - (iii) basic wages, source deductions, vacation pay and any agreed on retention amounts incurred by the Vendor Group in relation to the Vendor Group's employment of Transition Employees and the provision of the Transition Services during the Term in accordance with existing employment contracts;
 - (iv) all applicable goods and services, harmonized sales, value added, sales, use, transfer and other similar taxes in relation to the costs identified in Sections 4.1(c)(i), 4.1(c)(ii) or 4.1(c)(iii) hereof and other amounts payable by the Vendor Group in connection with the provision of the Transition Services under this Transition Services Agreement;
 - (v) professional fees and disbursements of the Monitor and its counsel, and the Vendor Group's counsel, incurred in connection with the Transition Services Agreement, incurred during the Term in an amount not exceeding \$[●] per week, on a non-cumulative basis; and
 - (vi) any such other amounts that the Purchaser chooses to fund, in its sole discretion.
- (d) For greater certainty, other than the costs listed in Section 4.1(c) hereof, the Vendor Group shall be responsible for all other professional fees and out-of-pocket disbursements, costs and expenses incurred by such Vendor Group from and after the Effective Date, unless otherwise agreed to by the Purchaser.

4.2 Withholding Obligations

If any Applicable Law requires the deduction or withholding of any Taxes from any payment made by the Purchaser to the Vendor Group or to any of its employees, then the Purchaser shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Entity in accordance with Applicable Law.

4.3 Initial Budget Funding

On or before the Effective Date, the Purchaser shall fund the Funding Account with the amount reflected in the Initial Budget as approved by the Purchaser in accordance with Section 4.1(a) hereof.

4.4 Reconciliation

- (a) The Purchaser shall be responsible to fund the Funding Account with the amounts set out in the Approved Budget no later than the Friday of a given week for the subsequent work week during the Term, or as otherwise agreed among the Purchaser, the Vendor Group and the Monitor (the "**Approved Budget Expenditures**").
- (b) On Tuesday of each week during the Term, the Vendor Group shall provide the Purchaser and the Monitor with a detailed listing of all invoices paid and costs incurred by the Vendor Group in the performance of the Transition Services for the prior week. To the extent the actual amount incurred by the Vendor Group is less than the Approved Budget

Expenditures, the difference shall be carried forward as a credit to such Approved Budget Expenditures for the subsequent week.

- (c) To the extent that the actual expenditures for a given week exceed the applicable Approved Budget Expenditures (such difference, an **"Approved Budget Shortfall"**), the Purchaser shall fund an amount equal to such Approved Budget Shortfall during the subsequent week in addition to the Approved Budget Expenditures for such subsequent week, provided that any such Approved Budget Shortfall was incurred in accordance with the terms and conditions of this Transition Services Agreement.

4.5 Revenue

- (a) Subject to Section 4.5(b) hereof, all revenue generated by the Vendor Group during the Term, regardless of the source of such revenue, will be solely for the Purchaser's account. For greater certainty, in the event that an Approved Budget reflects a material surplus of revenue, the Purchaser may require that the Vendor Group refund to the Purchaser the amount of any prior advances made to the Funding Account from time to time in order to account for such surplus. On Termination, all net revenue amounts remaining in the possession of the Vendor Group arising from and after the Effective Date shall be remitted to the Purchaser.
- (b) All revenue generated from any Excluded Assets for which the Vendor Group paid prior to the Effective Time, including any inventory that was paid for by the Vendor Group prior to the Effective Time, shall be solely for the Vendor Group's account to be distributed to the Vendor Group's creditors in accordance with their respective priorities. For the avoidance of doubt, this Section 4.5(b) shall only apply to Excluded Assets for which the Vendor Group paid prior to the Effective Time, and all revenue generated from any Purchased Assets of the Vendor Group which are paid for after the Effective Time in accordance with the Asset Purchase Agreement shall be for the account of the Purchaser.

Article 5 LIABILITY AND INDEMNITY

5.1 Limitation of Liability

- (a) In no event will the Purchaser, its affiliates or its designees, or any of such parties' respective employees, officers, directors, contractors, representatives or agents (collectively, the **"Purchaser Released Parties"**) be liable to the Vendor Group for any direct, consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, whether arising out of a breach of contract, tort (including negligence) or any other theory of liability or otherwise (**"Damages"**) arising under this Transition Services Agreement regardless of whether such Damages were foreseeable and whether or not the Purchaser Released Parties were advised of the possibility of such Damages, other than the payment obligations of the Purchaser under this Transition Services Agreement, provided that the foregoing limitation of liability will not be applicable to the extent that any such Damages are caused by or contributed to by the negligence, fraud or wilful misconduct of the Purchaser's or the Purchaser's affiliates' officers or directors.
- (b) In no event will the Vendor Group, the Management Signatories, the Monitor, or the Monitor's affiliates or their designees or any of such parties' respective employees, officers, directors, contractors, representatives, counsel or agents (the **"Vendor and Monitor Released Parties"**) be liable to the Purchaser for any Damages arising under this Transition Services Agreement, regardless of whether such Damages were foreseeable and whether or not the Vendor and Monitor Released Parties were advised of the possibility of such Damages, provided that the foregoing limitation of liability will not be applicable to

the extent that any Damages are caused by or contributed to by the negligence, fraud or wilful misconduct of the Vendor Group's officers or directors.

5.2 Indemnity

- (a) The Purchaser shall indemnify, hold harmless, and defend the Monitor, its affiliates, and their designees, and each of their respective employees, officers, directors, contractors, representatives, and agents (collectively, the **"Monitor Indemnified Parties"**) and Vendor Group's Management Signatories (collectively, the **"Vendor Indemnified Parties"**) against any and all third party claims against any of the Monitor Indemnified Parties and Vendor Indemnified Parties to the extent directly arising out of or related to:
 - (i) a material breach or non-fulfilment of any provision of this Transition Services Agreement by the Purchaser or its affiliates, representatives or agents, including the Hired Employees (collectively, the **"Purchaser Personnel"**);
 - (ii) any gross negligence, wilful misconduct or culpable act or omission of the Purchaser or Purchaser Personnel in connection with the performance of its obligations under this Transition Services Agreement;
 - (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the gross negligence, wilful misconduct or culpable act or omission of the Purchaser or Purchaser Personnel; or
 - (iv) any failure by the Purchaser or Purchaser Personnel to comply with any material applicable federal, provincial or territorial laws, regulations or codes in the performance of its obligations under the Transition Services Agreement.

((i) through (iv), collectively, the **"Indemnifiable Claims"**).
- (b) The Purchaser shall further indemnify, hold harmless and defend the Vendor Group's directors and officers from and against any third party claims brought against such Persons in their personal capacity, but solely to the extent that such claims (i) strictly relate to statutory liabilities arising after the Effective Date, and (ii) are a direct result of any such directors or officers acting as directors or officers of any member of the Vendor Group during the Term. The foregoing indemnification obligations will not be applicable to the extent any indemnifiable claims arise due to fraud or gross negligence on the part of such Vendor Group's directors or officers. In addition, the Purchaser will have no indemnification obligations for any claims pertaining to the period prior to the Effective Date, regardless of when such claims are brought against the Vendor Group's directors or officers.
- (c) The Purchaser shall further indemnify, hold harmless and defend the Vendor Group from and against any claim or liability under or in respect of any Rights that are subject to an Outstanding Consent or an Outstanding Permit, to the extent that such claim or liability arises because of any action of the applicable member of the Vendor Group taken in accordance with Section 2.5 hereof.

5.3 Insurance

The Vendor Group shall maintain comprehensive general liability insurance coverage and such other insurance coverage as is typically maintained by the Vendor Group including, without limitation, with respect to the Transition Assets, during the Term. The Vendor Group will ensure that all of the Vendor Group's insurance policies include the Purchaser and all of the Purchaser's affiliates as additional named insureds during the Term, and the Purchaser shall be responsible for the pro-rata cost of such insurance from and after the Effective Time.

Article 6 GENERAL

6.1 Representations

The Vendor Group shall perform the Transition Services in accordance with Applicable Law and in a good, workman-like manner and in accordance with a reasonable standard of effort, care, prudence, skill and quality.

6.2 Confidential Information

Each Party hereto shall, in its performance of this Transition Services Agreement, be bound by the confidentiality provisions set out in the Asset Purchase Agreement.

6.3 Term; Termination

- (a) The term of the Transition Services Agreement will commence on the Effective Date and will terminate on the date that is six months following the Effective Date, provided that the Purchaser shall have the right to elect to extend the Term two (2) times by 30 days each time, provided that such election notice is provided to the Vendor Group and the Monitor in writing at least 15 days prior to the expiry of the then-current Term, or such lesser number of days as may be agreed to by the Monitor (the “**Term**”).
- (b) The Purchaser may terminate this Transition Services Agreement or suspend performance of its obligations hereunder for any reason by providing notice of such termination to the Vendor Group and the Monitor (a “**Purchaser Termination**”).
- (c) The Vendor Group, with the prior written consent of the Monitor, may terminate this Transition Services Agreement or suspend performance of their obligations hereunder upon notice to the Purchaser if the Purchaser materially breaches this Transition Services Agreement and fails to cure such breach within fifteen (15) Business Days of the Vendor Group providing notice to the Purchaser of such breach (a “**Vendor Termination**”).
- (d) Notwithstanding the termination of this Transition Services Agreement in accordance with this Section 6.3, Sections 4.5, 6.2 and 6.6 hereof shall survive such termination.

6.4 Notices

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Transition Services Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

- (a) to the Monitor at:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600,
Toronto, ON M5H 2S5

Attention: Duncan Lau / Pritesh Patel
Email: duncanlau@kpmg.ca / pritpatel@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary, Alberta T2P 4K9
Canada

Attention: Sam Gabor
Email: sam.gabor@gowlingwlq.com

(b) to the Vendor at:

MTE Logistix Limited Partnership
c/o DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Stephane Ethier and Carole J. Hunter
Email: stephaneethier@mtelogistix.com

with a copy to:

DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Carole J. Hunter
Email: carole.hunter@ca.dlapiper.com

(c) to the Purchaser at:

Suite 3800, South Tower, 200 Bay Street
Toronto, Ontario M5J 2J1

Attention: Russell French
Email: rfrench@fieracapital.com

with a copy to:

Norton Rose Fulbright Canada LLP
Suite 3000, 222 Bay Street
Toronto, Ontario M5K 1E7
Canada

Attention: Jennifer Stam / Grant Stevens
Email: jennifer.stam@nortonrosefulbright.com /
grant.stevens@nortonrosefulbright.com

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 sending by electronic communication, provided that such day in either event is a Business Day and the communication is so delivered or sent before 4:30 p.m. (Mountain Daylight Time) 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 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. Any Party may from time to time change its address under this Section 6.4 by written notice to the other Party in the manner provided by this Section 6.4.

6.5 General Limitations

- (a) Nothing contained in this Transition Services Agreement shall require the Vendor Group to provide (or cause the provision of) any services (i) that would constitute the provision of any legal, financial, accounting or tax advice or regulated activity, (ii) that are in support of any business or operations other than the Business as conducted immediately prior to the date hereof, (iii) at a level of quantity or volume in excess of the levels provided by the Vendor Group to the Business immediately prior to the date hereof, (iv) that exceed the scope of the services provided by the Vendor Group to the Business immediately prior to the date hereof, or (v) for the benefit of any Person other than the Purchaser, its affiliates, or its designees.
- (b) In addition to the limitations set out in Section 6.5(a) hereof, in no event shall the Vendor Group be (i) obligated to provide (or cause the provision of) any Transition Services if the provision of such Transition Services violate any law, order (including the Initial Order or any related orders), contract (including any Transition Contract), licence or permit to which the Vendor Group is subject, (ii) obligated to provide any Transition Services that, in the Vendor Group's reasonable determination after consultation with the Monitor, will create deficiencies in the Vendor Group's controls over financial information or adversely affect the maintenance of the Vendor Group's financial books and records, (iii) obligated to hire any additional employees to perform the Transition Services unless the Purchaser agrees to bear all related costs and expenses thereof that the Vendor Group is unable to pay, (iv) obligated to hire replacements for Transition Employees who resign, retire, or are terminated, (v) obligated to maintain the employment of any specific Transition Employee who tenders their resignation, enter into retention agreements with Transition Employees, or otherwise provide any incentive beyond payment of regular salary and benefits, (vi) prevented from determining, with agreement from the Purchaser, the individual Transition Employees who will provide Transition Services, (vii) obligated to purchase, lease or license any additional equipment or software or licences for provision of the Transition Services, (viii) obligated to create or supply any documentation or information not currently existing or reasonably available (subject to any requirements or obligations hereunder to provide any documentation or information), or (ix) take any actions that would result in the breach of any contracts of the Vendor Group with third parties. The Vendor Group shall use commercially reasonable efforts to notify the Purchaser as promptly as practicable if the Vendor Group is unable to provide the Transition Services due to circumstances arising under this Section 6.5(b).
- (c) The Purchaser shall be entitled to any books and records of the Business at the end of the Term related to the Transition Services, the Transition Assets or the Transition Employees.
- (d) In connection with the receipt and use of the Transition Services and as applicable, Purchaser shall, and shall cause its affiliates and representatives to, comply with the Vendor Group's then-current work processes, policies and procedures of which Purchaser has been made aware, and Purchaser acknowledges that the Vendor Group's ability to provide the Transition Services is dependent on such compliance by the Purchaser and its affiliates and representatives.

6.6 Security

- (a) Notwithstanding Section 2.6 hereof, if either Party has access (either on-site or remotely) to any of the computer systems or information stores of the other Party in connection with the Transition Services to be provided under this Transition Services Agreement, it shall limit such access solely to the use of such systems and information stores as required to

so perform or receive the Transition Services and shall not access or attempt to access any computer systems, information stores, files, software or services other than those required to perform or receive the Transition Services. Each Party shall limit such access to those of its personnel with a bona fide need to have such access and who have agreed to maintain the confidentiality of the other Party's confidential information. Each Party shall, and shall cause its personnel to, follow all applicable security rules and procedures communicated to it for restricting access to any computer systems and information stores of the other Party to which it is provided access.

- (b) The Vendor Group shall perform the Transition Services using at least the same level of security practices and procedures as used in the provision of analogous or similar services by the Vendor Group in the twelve months prior to the Effective Date, but in any event, no less than commercially reasonable security measures. The Vendor Group shall promptly notify the Purchaser of any known security breaches potentially giving unauthorized third parties access to the Purchaser's data.

6.7 Force Majeure

If the Vendor Group or any third-party provider of the Vendor Group is wholly or partially prevented from, or delayed or restricted in, providing one or more Transition Services, or one or more Transition Services are interrupted or suspended, by reason of events beyond the Vendor Group's or third party providers' reasonable control (including failure by the Purchaser or its affiliates or representatives to comply with the terms and conditions of this Transition Services Agreement, failure by any third party to comply with the terms and conditions of any contract with any member of the Vendor Group or its affiliates (including any Transition Contract), acts of God, acts of nature, acts, decrees or orders of governmental, regulatory or military authorities, fire, explosion, lack of utilities, accident, embargoes, disruption or delay in transportation, epidemics, pandemics, war, acts of terrorism, infrastructure failure, information technology systems or software failure, nuclear disaster, labour strikes, work stoppages or slowdowns, changes in law (or changes in the interpretation or enforcement thereof) or legal or regulatory actions, including restraining orders and injunctions, civil unrest and/or riots or disruption of internet access (including access disruptions as a result of any virus, worm, Trojan horse, etc.), or any other type of similar event), the Vendor Group shall (i) give notice of suspension of Transition Services as soon as reasonably practicable to the Purchaser stating the date and extent of such suspension and its cause, (ii) not be obligated to deliver, or cause to be delivered, the affected Transition Services during such period provided it remains in strict compliance with this Section 6.7, and (iii) resume the performance of their obligations as soon as reasonably practicable after the removal of the cause, provided that following receipt by the Purchaser of a notice pursuant to (i), Purchaser shall have the right in its sole discretion to immediately terminate this Transition Services Agreement, provided the Purchaser pays all amounts owing to the date of termination.

6.8 No Assignment of Lease

The Vendor Group and the Purchaser each hereby acknowledge and agree that nothing in this Transition Services Agreement is intended to, or shall be construed to, create a lease, sublease or assignment of lease in favour of the Purchaser or otherwise impose on the Purchaser any obligations as a lessee, sublessee or assignee of any lease that is a Transition Asset until such time that such Transition Asset is acquired by the Purchaser pursuant to Section 2.7. **Error! Reference source not found.** hereof.

6.9 Independent Contractors; No Employer Relationship

The relationship between the Vendor Group, on the one hand, and the Purchaser, on the other hand, is that of independent contractors, not partners or joint venturers. The Vendor Group and the Purchaser each hereby acknowledge and agree that nothing in this Transition Services Agreement is intended to, or shall be construed to, create or deem the Purchaser to be the employer of the Transition Employees. For greater certainty, except as provided expressly herein with regard to Hired Employees, nothing in this Transition Services Agreement shall deem or cause the Purchaser to become the employer of the Transition Employees and nothing herein modifies in any way the protections provided to the Vendor

Group pursuant to the Initial Order. For the avoidance of doubt, the Transition Employees will at all times remain under the control or direction of the Vendor Group and will not be, nor deemed to be, under the common control or direction of the Purchaser, nor will such Transition Employees have any entitlement to receive payment of compensation or severance from the Purchaser or otherwise participate in, or accrue or receive benefits in respect of, any retirement, employee benefit or incentive plan sponsored or maintained by the Purchaser or its affiliates.

6.10 Successors and Assigns

No Party to this Transition Services Agreement shall have the right to assign any of its rights and obligations hereunder without the prior written consent of the other Parties which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Purchaser may assign its rights and obligations under this Transition Services Agreement to an affiliate of the Purchaser, provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Transition Services Agreement and all provisions hereof shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.

6.11 Designees

From time to time, upon providing the Vendor Group with notice pursuant to Section 6.4 hereof, the Purchaser may require that any or all Transition Services, as well as any or all rights granted to the Purchaser hereunder, be provided to, or exercised by, one or more designee(s) of the Purchaser.

6.12 Governing Law

This Transition Services Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Alberta contract.

6.13 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 Transition Services Agreement that the other Party may reasonably require, for the purposes of giving effect to this Transition Services Agreement.

6.14 Amendments and Waiver

No amendment of any provision of this Transition Services Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and each member of the Vendor Group. The Purchaser and such members of the Vendor Group may consent to any such amendment at any time during the Term with the prior authorization of their respective governing bodies. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.15 Severability

Any provision of this Transition Services Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Transition Services Agreement, all without affecting the remaining provisions of this Transition Services Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.16 Time Periods

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

6.17 Entire Agreement

This Transition Services Agreement and the Asset Purchase Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Transition Services Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Transition Services Agreement except as specifically set forth in this Transition Services Agreement and any document required to be delivered pursuant to this Transition Services Agreement.

6.18 Counterparts

This Transition Services 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, faxed or email PDF form and the Parties adopt any signatures received by a receiving fax machine or email PDF as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this Transition Services Agreement which was so faxed or emailed.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

MTE LOGISTIX LIMITED PARTNERSHIP, by its
general partner, **MLG GP LTD.**

Per: _____
Name:
Title:

ACTIVE WAREHOUSING INC.

Per: _____
Name:
Title:

HYDRIVE FORKLIFT & EQUIPMENT INC.

Per: _____
Name:
Title:

MTE LOGISTIX CALGARY INC.

Per: _____
Name:
Title:

MTE LOGISTIX EDMONTON INC.

Per: _____
Name:
Title:

MTE LOGISTIX MANAGEMENT INC.

Per: _____
Name:
Title:

**PORTER WAREHOUSING & DISTRIBUTION
INC.**

Per: _____
Name:
Title:

2831608 ALBERTA LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule 1.1(II)

Premises

Schedule 1.1(zz)

Transition Contracts

Schedule 1.1(bbb)

Transition Leases

Schedule 1.1(ccc)

Transition Permits

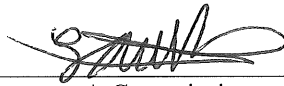
Schedule 1.1(ddd)

Transition Services

THIS IS EXHIBIT "C"
referred to in the Affidavit of

COREY KNIPELBERG

Affirmed before me this 13th day
of October, 2026.

A handwritten signature in black ink, appearing to read "S. Annetts", is written over a horizontal line.

A Commissioner for Oaths
in and for the Province of Alberta

Lyndon Annetts
Student-at-Law

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (the “**Transition Services Agreement**”) is made as of September 18, 2026 (the “**Effective Date**”)

BETWEEN:

MTE LOGISTIX LIMITED PARTNERSHIP, a limited partnership duly formed and validly existing under the laws of Alberta (the “**Vendor**”) by its sole general partner, **MLG GP LTD.**, a corporation duly incorporated and validly existing under the laws of the Province of British Columbia (“**MLG GP**”)

-and-

ACTIVE WAREHOUSING INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Active Warehousing**”)

-and-

HYDRIVE FORKLIFT & EQUIPMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Hydrive**”)

-and-

MTE LOGISTIX CALGARY INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Calgary**”)

-and-

MTE LOGISTIX EDMONTON INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Edmonton**”)

-and-

MTE LOGISTIX MANAGEMENT INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**MTE Management**”)

-and-

PORTER WAREHOUSING & DISTRIBUTION INC., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (“**Porter Warehousing**” and, together with MLG GP, Active Warehousing, Hydrive, MTE Calgary, MTE Edmonton and MTE Management, the “**Guarantors**”, and the Guarantors, together with the Vendor, the “**Vendor Group**”)

-and-

MTE LOGISTIX LTD., a corporation duly incorporated and validly existing under the laws of the Province of Alberta (the “**Purchaser**”)

WHEREAS the Vendor Group is subject to an Initial Order dated June 29, 2026 issued by the Court of King's Bench of Alberta (the "**Court**") (as the same may be amended or amended and restated from time to time, the "**Initial Order**") which, among other things, granted protection in respect of the Vendor Group under the *Companies' Creditors Arrangement Act*, as amended (the "**CCAA Proceedings**") and appointed KPMG Inc. as the monitor of the CCAA Proceedings (the "**Monitor**");

AND WHEREAS the Purchaser and the Vendor Group are parties to an asset purchase agreement dated as of July 10, 2026 (the "**Asset Purchase Agreement**") pursuant to which, among other things, the Purchaser has agreed to purchase (or take an assignment of) and the Vendor Group has agreed to sell or assign certain assets currently used in connection with the business (the "**Business**") of the Vendor Group (the "**Purchased Assets**"), subject to the approval of the Court (the "**Transaction**");

AND WHEREAS on July 24, 2026, the Purchaser amended its articles to change its name from 2831608 Alberta Ltd. to MTE Logistix Ltd;

AND WHEREAS the Transaction closed on September 18, 2026 and, following such closing, the Purchaser now requires the Vendor Group to perform certain Transition Services (as defined below);

AND WHEREAS the execution and delivery of the Asset Purchase Agreement and this Transition Services Agreement, in each case, by the Purchaser and the Vendor Group, were approved by an order of the Court on July 20, 2026 (the "**Vesting Order**");

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

Article 1 INTERPRETATION

1.1 Definitions

In this Transition Services Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (a) "**Active Warehousing**" has the meaning given to such term in the preamble above;
- (b) "**Applicable Law**" means, with respect to any Person, property, transaction, event or other matter, any law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the law (or any part) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- (c) "**Approved Budget**" has the meaning given to such term in Section 4.1(a) hereof;
- (d) "**Approved Budget Expenditures**" has the meaning given to such term in Section 4.4(a) hereof;
- (e) "**Approved Budget Shortfall**" has the meaning given to such term in Section 4.4(c) hereof;
- (f) "**Asset Purchase Agreement**" has the meaning given to such term in the recitals above;
- (g) "**Business**" has the meaning given to such term in the recitals above;
- (h) "**Business Day**" means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Calgary;

- (i) **"Calgary Collective Agreement"** means the Collective Agreement dated July 17, 2025, between MTE Logistix Calgary Inc. and General Teamsters, Local Union No. 362;
- (j) **"CCAA Proceedings"** has the meaning given to such term in the recitals above;
- (k) **"Collective Agreements"** means the Calgary Collective Agreement and the Edmonton Collective Agreement;
- (l) **"Court"** has the meaning given to such term in the recitals above;
- (m) **"Cure Costs"** means the amount of all monetary defaults if any, existing in respect of any Outstanding Consents that are required to be paid in order to obtain such Outstanding Consents;
- (n) **"Damages"** has the meaning given to such term in Section 5.1(a) hereof;
- (o) **"Edmonton Collective Agreement"** means the Collective Agreement dated February 28, 2025 between MTE Logistix Edmonton Inc. and General Teamsters, Local Union No. 362;
- (p) **"Effective Date"** has the meaning given to such term in the preamble above;
- (q) **"Effective Time"** means 10:00 a.m. (Mountain Daylight Time), or such other time as agreed to by the Parties, on the Effective Date;
- (r) **"Excluded Assets"** has the meaning given to such term in the Asset Purchase Agreement;
- (s) **"Funding Account"** means a bank account designated by the Monitor prior to the Effective Date for the purposes of receiving funds deposited by the Purchaser for the account of the Vendor Group;
- (t) **"Governmental Entity"** means any federal, provincial, or municipal court, board, tribunal, arbitrator or arbitral panel, administrative agency or commission or other governmental or regulatory agency, ministry, department or authority;
- (u) **"Guarantors"** has the meaning given to such term in the preamble above;
- (v) **"Hired Employee"** has the meaning given to such term in Section 3.2 hereof;
- (w) **"Hydrive"** has the meaning given to such term in the preamble above;
- (x) **"Indemnifiable Claims"** has the meaning given to such term in Section 5.2(a) hereof;
- (y) **"Initial Budget"** has the meaning given to such term in Section 4.1(a) hereof;
- (z) **"Initial Order"** has the meaning given to such term in the recitals above;
- (aa) **"Management Signatory"** means Corey Knipelberg;
- (bb) **"MLG GP"** has the meaning given to such term in the preamble above;
- (cc) **"Monitor"** has the meaning given to such term in the recitals above;
- (dd) **"Monitor Indemnified Parties"** has the meaning given to such term in Section 5.2(a) hereof;

- (ee) **"MTE Calgary"** has the meaning given to such term in the preamble above;
- (ff) **"MTE Edmonton"** has the meaning given to such term in the preamble above;
- (gg) **"MTE Management"** has the meaning given to such term in the preamble above;
- (hh) **"Outstanding Consent"** has the meaning given to such term in Section 2.5(c) hereof;
- (ii) **"Party"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; **"Parties"** means every Party;
- (jj) **"Person"** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, 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;
- (kk) **"Porter Warehousing"** has the meaning given to such term in the preamble above;
- (ll) **"Premises"** means the premises listed in Schedule 1.1(ll) hereto;
- (mm) **"Purchased Assets"** has the meaning given to such term in the recitals above;
- (nn) **"Purchaser"** has the meaning given to such term in the preamble above;
- (oo) **"Purchaser Personnel"** has the meaning given to such term in Section 5.2(a)(i) hereof;
- (pp) **"Purchaser Released Parties"** has the meaning given to such term in Section 5.1(a) hereof;
- (qq) **"Purchaser Termination"** has the meaning given to such term in Section 6.3(b) hereof;
- (rr) **"Rights"** has the meaning given to such term in Section 2.5 hereof;
- (ss) **"Services Period"** has the meaning given to such term in Section 3.1(b) hereof;
- (tt) **"Taxes"** means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise and personal property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, imposed by any governmental authority (including federal, state, provincial, municipal and foreign governmental authorities), and whether disputed or not;
- (uu) **"Term"** has the meaning given to such term in Section 6.3(a) hereof;
- (vv) **"Termination"** means a Purchaser Termination or a Vendor Termination;
- (ww) **"Termination Direction"** has the meaning given to such term in Section 3.3(b) hereof;
- (xx) **"Transaction"** has the meaning given to such term in the recitals above;
- (yy) **"Transition Assets"** means the Transition Contracts, Transition Leases and Transition Permits (each as defined below);

- (zz) **"Transition Contracts"** means the contracts required for the operation of the Business which are not part of the Purchased Assets, as set out in Schedule 1.1(zz) hereof;
- (aaa) **"Transition Employees"** has the meaning given to such term in Section 3.1(a) hereof;
- (bbb) **"Transition Leases"** means the leases required for the operation of the Business which are not part of the Purchased Assets, as set out in Schedule 1.1(bbb) hereof;
- (ccc) **"Transition Permits"** means the permits, licenses, authorizations, and approvals of any Governmental Entity held by any member of the Vendor Group in connection with the operation of the Business that have not been transferred, reissued or obtained as of the Effective Time, as set out in Schedule 1.1(ccc) hereof;
- (ddd) **"Transition Services"** means the services performed by the Vendor Group for the benefit of the Purchaser in connection with the Transaction, as set out in Schedule 1.1(ddd) hereof;
- (eee) **"Transition Services Agreement"** has the meaning given to such term in the preamble above;
- (fff) **"Vendor"** has the meaning given to such term in the preamble above;
- (ggg) **"Vendor and Monitor Released Parties"** has the meaning given to such term in Section 5.1(b) hereof;
- (hhh) **"Vendor Group"** has the meaning given to such term in the preamble above;
- (iii) **"Vendor Indemnified Parties"** has the meaning given to such term in Section 5.2(a) hereof;
- (jjj) **"Vendor Termination"** has the meaning given to such term in Section 6.3(c) hereof;
- (kkk) **"Vesting Order"** has the meaning given to such term in the recitals above;
- (lll) **"Wind-Down Budget"** has the meaning given to such term in the Asset Purchase Agreement;

1.2 Interpretation of Agreement

In this Transition Services Agreement, unless otherwise expressly stated:

- (a) references to "herein", "hereto", "hereby", "hereunder", "hereof", and similar expressions shall refer to this Agreement as a whole and not to any particular article, section, subsection, paragraph, subparagraph, clause or schedule in which such words appear;
- (b) references to "including" shall be deemed to be followed by the words "without limitation", and "include", "includes" or other derivatives thereof shall have corresponding meanings;
- (c) unless the context otherwise requires, "or" is used in the inclusive sense of "and/or";
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders, all as may be applicable in the context;
- (e) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;

- (f) any reference to any agreement, contract, document or other instrument, including this Agreement, shall be construed as referring to such agreement, contract, document or other instrument as amended, modified, supplemented, restated or replaced and in effect from time to time in accordance with the terms thereof;
- (g) any reference to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, or schedules thereto;
- (h) any reference to any law is a reference to that law as amended from time to time and the rules and regulations promulgated thereunder;
- (i) any reference to "\$" or to dollar amounts shall be to the lawful currency of Canada unless otherwise indicated;
- (j) any reference to a Party shall be deemed to include such Party's successors and permitted assigns; and
- (k) all references to time are to the then applicable time in Calgary, Alberta.

1.3 No Contra Proferentem Rule

No provision in this Transition Services Agreement shall be interpreted for or against either Party because that Party or its legal counsel drafted such provision, and the *contra proferentem* rule of construction shall have no application to the construction of, interpretation of, or adjudication respecting, this Agreement.

1.4 Section and Schedule References

Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. The Schedules to this Agreement, listed below, are an integral part of this Agreement:

Schedule 1.1(ii)	Premises
Schedule 1.1(zz)	Transition Contracts
Schedule 1.1(bbb)	Transition Leases
Schedule 1.1(ccc)	Transition Permits
Schedule 1.1(ddd)	Transition Services

Article 2 TRANSITION SERVICES

2.1 Provision of Transition Services

Subject to and strictly in accordance with the terms of this Transition Services Agreement and the Asset Purchase Agreement, the Vendor Group shall provide the Transition Services to the Purchaser in accordance with Schedule 1.1(ddd) hereof; provided, however, that the Purchaser shall have the right to amend Schedule 1.1(ddd) hereof from time to time during the Term to add, remove or modify the Transition Services by providing notice to the Vendor Group and the Monitor pursuant to Section 6.4 hereof.

2.2 Occupation

Subject to Section 2.1, the Vendor Group shall remain in occupation of the Premises during the Term.

2.3 Access

The Vendor Group will allow all Purchaser personnel (including Hired Employees), the Monitor and any third parties designated by the Purchaser to access the Premises for any reason from time to time during the Term and will ensure that the Transition Employees cooperate with all reasonable requests made by such individuals.

2.4 Transition Assets

- (a) The Vendor Group shall remain party to the Transition Assets during the period from the Effective Time until the earlier of: (a) the expiration of the Transition Asset in accordance with its terms, subject to any agreed upon renewals; (b) upon request by the Purchaser, subject to any Outstanding Consent and to the extent assignable, the assignment of a Transition Asset to the Purchaser by the Vendor Group; (c) the granting of an order of the Court assigning such Transition Assets to the Purchaser; or (d) Termination. Upon the applicable member of the Vendor Group ceasing to be a party to any such Transition Assets pursuant to the foregoing sentence, the obligations in respect of such Transition Assets shall cease and Purchaser's funding obligations in respect thereof shall be adjusted in the next Approved Budget.
- (b) With respect to the Transition Permits, the Vendor Group shall cooperate with the Purchaser in applying for new permits, licenses, authorizations and approvals from any Governmental Entity that are necessary for the operation of the Business by the Purchaser to the extent that any such items are not able to be transferred, reissued or confirmed in the name of the Purchaser as Transition Permits.

2.5 Outstanding Consents

During the Term, with respect to any Transition Assets or any claim, right or benefit arising under or resulting from such Transition Assets (collectively, the "**Rights**") that have not been transferred to the Purchaser as of the Effective Date, the Vendor Group shall:

- (a) hold such Rights in trust for the Purchaser and comply with the terms and provisions of such Rights as agent for the Purchaser;
- (b) cooperate with the Purchaser in any reasonable and lawful arrangements designed to provide the benefits of such Rights to the Purchaser;
- (c) cooperate with the Purchaser in obtaining any such approval, consent or waiver required in order to transfer such Right (each, an "**Outstanding Consent**"), including, at the option of the Purchaser, by seeking an order of the Court in form and substance assigning such Rights to the Purchaser; and
- (d) promptly pay to the Purchaser all moneys collected by or paid to such member of the Vendor Group in respect of such Rights.

Notwithstanding the foregoing, the Purchaser shall be responsible for all Cure Costs incurred in connection with obtaining any Outstanding Consent during the Term provided that such Cure Costs are agreed upon by the Purchaser. If any Outstanding Consent has not been obtained within a reasonable period of time following the Effective Date, the Purchaser may, in its sole discretion, provide notice to the Vendor Group and the Monitor pursuant to Section 6.4 hereof that such Right shall be deemed to be an Excluded Asset and, following receipt of such notice, the applicable member of the Vendor Group may disclaim or terminate any agreement pertaining to such Right provided that the Purchaser shall be responsible for funding any additional costs associated with such disclaimer or termination.

2.6 Information Technology

During the Term, the Purchaser hereby grants the Vendor Group a limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable licence to use any information technology systems that were included in the Purchased Assets; provided, however, that the Vendor Group may only use such systems to the extent such use is necessary to provide the Purchaser with the Transition Services.

2.7 Disclaimer of Assets

Subject to the terms of this Transition Services Agreement, the Vendor Group shall not surrender possession of or disclaim, or otherwise terminate any interest that any member of the Vendor Group may have in any Transition Assets during the Term unless otherwise agreed by the Purchaser.

Article 3 EMPLOYMENT MATTERS

3.1 Services of Transition Employees

- (a) In order to provide the Transition Services in accordance with this Transition Services Agreement, the Vendor Group shall continue to employ a certain level of warehouse, logistics, administrative and managerial employees (the "**Transition Employees**") which Transition Employees may be adjusted from time to time in accordance with this Transition Services Agreement.
- (b) The Vendor Group shall provide the Purchaser with the Transition Services utilizing the Transition Employees during the period (the "**Services Period**") from the Effective Date until Termination. Except as provided in Sections 3.2, 3.3 and 6.5(b) hereof, during the Services Period, the Transition Employees shall remain employees of the Vendor Group. Except as provided in Section 3.2 hereof, nothing in this Transition Services Agreement or the Asset Purchase Agreement shall create a relationship of employer and employee between the Purchaser and any of the Transition Employees. During the Services Period, the Vendor Group shall perform all obligations and discharge all liabilities that may be imposed on them by Applicable Law as employers of the Transition Employees. The Vendor Group shall be responsible for the day-to-day supervision and management of the Transition Employees during the Services Period. The Vendor Group shall be responsible for the payment of all wages to employees of the Vendor Group for the services those employees provide as employees of the Vendor Group during the Services Period.

3.2 Hired Employees

From time to time during the Services Period, the Purchaser may elect to offer employment to one or more Transition Employees on such terms as the Purchaser may deem appropriate (each employee who accepts such offer being a "**Hired Employee**"). A Hired Employee will thereafter be subject to control and direction from the Purchaser, and the Vendor Group will provide (i) all assistance reasonably requested by the Purchaser in facilitating the resignation of such Hired Employees from the employ of the Vendor Group and their subsequent engagement by the Purchaser, and (ii) such Hired Employees with continued access to the Premises and information in the same manner as if they had remained employed by the Vendor Group for the provision of the Transition Services. For greater certainty, nothing in this Transition Services Agreement requires the Purchaser to hire any of the Transition Employees.

3.3 Termination of Employees

- (a) Subject to the terms hereof and upon the receipt of the Purchaser's prior consent, acting reasonably, the Vendor Group may terminate the employment of any Transition Employees prior to termination of the applicable Services Period for each Transition Employee,

provided that the Transition Services obligations hereunder continue to be met by the Vendor Group. The Purchaser acknowledges and agrees that the Vendor Group shall be entitled, in their sole discretion and without further notice to or consent of the Purchaser, to terminate the employment of any Transition Employees following the termination of the Services Period for such Transition Employee.

- (b) During the Services Period, the Purchaser may, in its sole discretion, direct the Vendor Group to terminate the employment of any Transition Employee who is not a Unionized Employee (as defined in the Asset Purchase Agreement) by providing written notice to the Vendor Group pursuant to Section 6.4 hereof which notice shall specify the Transition Employee(s) to be terminated and the effective date of such termination (such notice, a "**Termination Direction**"). Upon receipt of a Termination Direction, the Vendor Group shall terminate the employment of applicable Transition Employee(s) effective as of the date specified in such Termination Direction and the Purchaser shall be responsible for funding final wages and vacation pay amounts up to the effective date of such employee's termination..

3.4 Unionized Employees

The Parties hereby acknowledge and agree that the Purchaser is bound by the Collective Agreements as a successor employer from and after the closing of the Transaction in accordance with the terms and conditions of the Asset Purchase Agreement and that during the term of this Agreement the Vendor Group will continue to provide services in accordance with the terms of the Collective Agreements and the Purchaser shall be responsible for funding all costs associated with the Vendor Group's compliance with the Collective Agreements during the Services Period, which costs shall be included in the Approved Budget. The Vendor Group shall further cooperate with the Purchaser in connection with any negotiations or discussions with General Teamsters, Local Union No. 362 during the Term and the Vendor Group will not agree to any terms for the renewal of the Collective Agreements without the approval of the Purchaser.

Article 4 FUNDING OBLIGATIONS

4.1 Purchaser's Funding Obligations

- (a) The Purchaser's funding obligations under this Transition Services Agreement will be based on the Wind-Down Budget, prepared by the Monitor in consultation with the Purchaser and the Vendor Group. The Purchaser and the Monitor will review and revise the Wind-Down Budget as required from time-to-time (the Wind-Down Budget and any amendment thereto approved by the Purchaser, an "**Approved Budget**").
- (b) Notwithstanding anything to the contrary in this Transition Services Agreement, the Parties hereby acknowledge and agree that all Approved Budgets remain subject to ongoing review and adjustment by the Purchaser as may be necessary to reflect changes in circumstances. The Purchaser will endeavor in good faith to provide reasonable advance notice of any change in such Approved Budget to the Vendor Group and the Monitor pursuant to Section 6.4 hereof.
- (c) Budgeted costs and expenses shall include all costs and expenses reasonably incurred by the Vendor Group to provide the Transition Services, consistent with the Approved Budget, including without limitation:
 - (i) costs directly related to the Transition Assets during the Term;
 - (ii) rent, property taxes, common area costs, utility charges, maintenance costs and operating costs associated with the Vendor Group's occupation of the Premises;

- (iii) basic wages, source deductions, vacation pay and any agreed on retention amounts incurred by the Vendor Group in relation to the Vendor Group's employment of Transition Employees and the provision of the Transition Services during the Term in accordance with existing employment contracts;
 - (iv) all applicable goods and services, harmonized sales, value added, sales, use, transfer and other similar taxes in relation to the costs identified in Sections 4.1(c)(i), 4.1(c)(ii) or 4.1(c)(iii) hereof and other amounts payable by the Vendor Group in connection with the provision of the Transition Services under this Transition Services Agreement;
 - (v) professional fees and disbursements of the Monitor and its counsel, and the Vendor Group's counsel, incurred in connection with the Transition Services Agreement, incurred during the Term in an amount not exceeding the amount set out in an Approved Budget; and
 - (vi) any such other amounts that the Purchaser chooses to fund, in its sole discretion.
- (d) For greater certainty, other than the costs listed in Section 4.1(c) hereof, the Vendor Group shall be responsible for all other professional fees and out-of-pocket disbursements, costs and expenses incurred by such Vendor Group from and after the Effective Date, unless otherwise agreed to by the Purchaser.

4.2 Withholding Obligations

If any Applicable Law requires the deduction or withholding of any Taxes from any payment made by the Purchaser to the Vendor Group or to any of its employees, then the Purchaser shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Entity in accordance with Applicable Law.

4.3 Initial Budget Funding

On or before the Effective Date, the Purchaser shall fund the Funding Account with the amount reflected in the Wind-Down Budget as approved by the Purchaser in accordance with Section 4.1(a) hereof.

4.4 Reconciliation

- (a) To the extent the then-current Approved Budget is insufficient to fund the Services under this Agreement, the Purchaser shall be responsible to fund the Funding Account with the amounts set out in a revised Approved Budget no later than the Friday of a given week for the subsequent work week during the Term, or as otherwise agreed among the Purchaser, the Vendor Group and the Monitor (the "**Approved Budget Expenditures**").
- (b) On Tuesday of each week during the Term, the Vendor Group shall provide the Purchaser and the Monitor with a detailed listing of all invoices paid and costs incurred by the Vendor Group in the performance of the Transition Services for the prior week. To the extent the actual amount incurred by the Vendor Group is less than the Approved Budget Expenditures, the difference shall be carried forward as a credit to such Approved Budget Expenditures for the subsequent week.
- (c) To the extent that the actual expenditures for a given week exceed the applicable Approved Budget Expenditures (such difference, an "**Approved Budget Shortfall**"), the Purchaser shall fund an amount equal to such Approved Budget Shortfall during the subsequent week in addition to the Approved Budget Expenditures for such subsequent week, provided that

any such Approved Budget Shortfall was incurred in accordance with the terms and conditions of this Transition Services Agreement.

4.5 Revenue

- (a) Subject to Section 4.5(b) hereof, all revenue generated by the Vendor Group during the Term, regardless of the source of such revenue, will be solely for the Purchaser's account. For greater certainty, in the event that an Approved Budget reflects a material surplus of revenue, the Purchaser may require that the Vendor Group refund to the Purchaser the amount of any prior advances made to the Funding Account from time to time in order to account for such surplus. On Termination, all net revenue amounts remaining in the possession of the Vendor Group arising from and after the Effective Date shall be remitted to the Purchaser.
- (b) All revenue generated from any Excluded Assets for which the Vendor Group paid prior to the Effective Time, including any inventory that was paid for by the Vendor Group prior to the Effective Time, shall be solely for the Vendor Group's account to be distributed to the Vendor Group's creditors in accordance with their respective priorities. For the avoidance of doubt, this Section 4.5(b) shall only apply to Excluded Assets for which the Vendor Group paid prior to the Effective Time, and all revenue generated from any Purchased Assets of the Vendor Group which are paid for after the Effective Time in accordance with the Asset Purchase Agreement shall be for the account of the Purchaser.

Article 5 LIABILITY AND INDEMNITY

5.1 Limitation of Liability

- (a) In no event will the Purchaser, its affiliates or its designees, or any of such parties' respective employees, officers, directors, contractors, representatives or agents (collectively, the "**Purchaser Released Parties**") be liable to the Vendor Group for any direct, consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, whether arising out of a breach of contract, tort (including negligence) or any other theory of liability or otherwise ("**Damages**") arising under this Transition Services Agreement regardless of whether such Damages were foreseeable and whether or not the Purchaser Released Parties were advised of the possibility of such Damages, other than the payment obligations of the Purchaser under this Transition Services Agreement, provided that the foregoing limitation of liability will not be applicable to the extent that any such Damages are caused by or contributed to by the negligence, fraud or wilful misconduct of the Purchaser's or the Purchaser's affiliates' officers or directors.
- (b) In no event will the Vendor Group, the Management Signatory, the Monitor, or the Monitor's affiliates or their designees or any of such parties' respective employees, officers, directors, contractors, representatives, counsel or agents (the "**Vendor and Monitor Released Parties**") be liable to the Purchaser for any Damages arising under this Transition Services Agreement, regardless of whether such Damages were foreseeable and whether or not the Vendor and Monitor Released Parties were advised of the possibility of such Damages, provided that the foregoing limitation of liability will not be applicable to the extent that any Damages are caused by or contributed to by the negligence, fraud or wilful misconduct of the Vendor Group's officers or directors.

5.2 Indemnity

- (a) The Purchaser shall indemnify, hold harmless, and defend the Monitor, its affiliates, and their designees, and each of their respective employees, officers, directors, contractors,

representatives, and agents (collectively, the **"Monitor Indemnified Parties"**) and Vendor Group's Management Signatory (collectively, the **"Vendor Indemnified Parties"**) against any and all third party claims against any of the Monitor Indemnified Parties and Vendor Indemnified Parties to the extent directly arising out of or related to:

- (i) a material breach or non-fulfilment of any provision of this Transition Services Agreement by the Purchaser or its affiliates, representatives or agents, including the Hired Employees (collectively, the **"Purchaser Personnel"**);
- (ii) any gross negligence, wilful misconduct or culpable act or omission of the Purchaser or Purchaser Personnel in connection with the performance of its obligations under this Transition Services Agreement;
- (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the gross negligence, wilful misconduct or culpable act or omission of the Purchaser or Purchaser Personnel; or
- (iv) any failure by the Purchaser or Purchaser Personnel to comply with any material applicable federal, provincial or territorial laws, regulations or codes in the performance of its obligations under the Transition Services Agreement.

((i) through (iv), collectively, the **"Indemnifiable Claims"**).

- (b) The Purchaser shall further indemnify, hold harmless and defend the Vendor Group's directors and officers from and against any third party claims brought against such Persons in their personal capacity, but solely to the extent that such claims (i) strictly relate to statutory liabilities arising after the Effective Date, and (ii) are a direct result of any such directors or officers acting as directors or officers of any member of the Vendor Group during the Term. The foregoing indemnification obligations will not be applicable to the extent any indemnifiable claims arise due to fraud or gross negligence on the part of such Vendor Group's directors or officers. In addition, the Purchaser will have no indemnification obligations for any claims pertaining to the period prior to the Effective Date, regardless of when such claims are brought against the Vendor Group's directors or officers.
- (c) The Purchaser shall further indemnify, hold harmless and defend the Vendor Group from and against any claim or liability under or in respect of any Rights that are subject to an Outstanding Consent or an Outstanding Permit, to the extent that such claim or liability arises because of any action of the applicable member of the Vendor Group taken in accordance with Section 2.5 hereof.

5.3 Insurance

The Vendor Group shall maintain comprehensive general liability insurance coverage and such other insurance coverage as is typically maintained by the Vendor Group including, without limitation, with respect to the Transition Assets, during the Term. The Vendor Group will ensure that all of the Vendor Group's insurance policies include the Purchaser and all of the Purchaser's affiliates as additional named insureds during the Term, and the Purchaser shall be responsible for the pro-rata cost of such insurance from and after the Effective Time.

Article 6 GENERAL

6.1 Representations

The Vendor Group shall perform the Transition Services in accordance with Applicable Law and in a good, workman-like manner and in accordance with a reasonable standard of effort, care, prudence, skill and quality.

6.2 Confidential Information

Each Party hereto shall, in its performance of this Transition Services Agreement, be bound by the confidentiality provisions set out in the Asset Purchase Agreement.

6.3 Term; Termination

- (a) The term of the Transition Services Agreement will commence on the Effective Date and will terminate on the date that is six months following the Effective Date, provided that the Purchaser shall have the right to elect to extend the Term two (2) times by 30 days each time, provided that such election notice is provided to the Vendor Group and the Monitor in writing at least 15 days prior to the expiry of the then-current Term, or such lesser number of days as may be agreed to by the Monitor (the "**Term**").
- (b) The Purchaser may terminate this Transition Services Agreement or suspend performance of its obligations hereunder for any reason by providing notice of such termination to the Vendor Group and the Monitor (a "**Purchaser Termination**").
- (c) The Vendor Group, with the prior written consent of the Monitor, may terminate this Transition Services Agreement or suspend performance of their obligations hereunder upon notice to the Purchaser if the Purchaser materially breaches this Transition Services Agreement and fails to cure such breach within fifteen (15) Business Days of the Vendor Group providing notice to the Purchaser of such breach (a "**Vendor Termination**").
- (d) Notwithstanding the termination of this Transition Services Agreement in accordance with this Section 6.3, Sections 4.5, 6.2 and 6.6 hereof shall survive such termination.

6.4 Notices

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Transition Services Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

- (a) to the Monitor at:

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 4600,
Toronto, ON M5H 2S5

Attention: Duncan Lau / Pritesh Patel
Email: duncanlau@kpmg.ca / pritpatel@kpmg.ca

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary, Alberta T2P 4K9
Canada

Attention: Sam Gabor
Email: sam.gabor@gowlingwlg.com

(b) to the Vendor at:

MTE Logistix Limited Partnership
c/o DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Corey Knipelberg and Carole J. Hunter
Email: coreyknipelberg@mtelogistix.com

with a copy to:

DLA Piper
Suite 1000, 250 2nd Street SW
Calgary, Alberta T2P 0C1

Attention: Carole J. Hunter
Email: carole.hunter@ca.dlapiper.com

(c) to the Purchaser at:

MTE Logistix Ltd.
14627 128 Avenue NW
Edmonton, AB T2L 3H3

Attention: Howard Steinberg / Adam Marcus
Email: howard@steinbergadvisory.ca / adam@steinbergadvisory.ca

with a copy to:

Norton Rose Fulbright Canada LLP
Suite 3400, 888 3rd Street SW
Calgary, AB T2P 5C5
Canada

Attention: Jennifer Stam / Grant Stevens
Email: jennifer.stam@nortonrosefulbright.com /
grant.stevens@nortonrosefulbright.com

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 sending by electronic communication, provided that such day in either event is a Business Day and the communication is so delivered or sent before 4:30 p.m. (Mountain Daylight Time) 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 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. Any Party may from time to time change its address under this Section 6.4 by written notice to the other Party in the manner provided by this Section 6.4.

6.5 General Limitations

- (a) Nothing contained in this Transition Services Agreement shall require the Vendor Group to provide (or cause the provision of) any services (i) that would constitute the provision of any legal, financial, accounting or tax advice or regulated activity, (ii) that are in support of any business or operations other than the Business as conducted immediately prior to the date hereof, (iii) at a level of quantity or volume in excess of the levels provided by the Vendor Group to the Business immediately prior to the date hereof, (iv) that exceed the scope of the services provided by the Vendor Group to the Business immediately prior to the date hereof, or (v) for the benefit of any Person other than the Purchaser, its affiliates, or its designees.
- (b) In addition to the limitations set out in Section 6.5(a) hereof, in no event shall the Vendor Group be (i) obligated to provide (or cause the provision of) any Transition Services if the provision of such Transition Services violate any law, order (including the Initial Order or any related orders), contract (including any Transition Contract), licence or permit to which the Vendor Group is subject, (ii) obligated to provide any Transition Services that, in the Vendor Group's reasonable determination after consultation with the Monitor, will create deficiencies in the Vendor Group's controls over financial information or adversely affect the maintenance of the Vendor Group's financial books and records, (iii) obligated to hire any additional employees to perform the Transition Services unless the Purchaser agrees to bear all related costs and expenses thereof that the Vendor Group is unable to pay, (iv) obligated to hire replacements for Transition Employees who resign, retire, or are terminated, (v) obligated to maintain the employment of any specific Transition Employee who tenders their resignation, enter into retention agreements with Transition Employees, or otherwise provide any incentive beyond payment of regular salary and benefits, (vi) prevented from determining, with agreement from the Purchaser, the individual Transition Employees who will provide Transition Services, (vii) obligated to purchase, lease or license any additional equipment or software or licences for provision of the Transition Services, (viii) obligated to create or supply any documentation or information not currently existing or reasonably available (subject to any requirements or obligations hereunder to provide any documentation or information), or (ix) take any actions that would result in the breach of any contracts of the Vendor Group with third parties. The Vendor Group shall use commercially reasonable efforts to notify the Purchaser as promptly as practicable if the Vendor Group is unable to provide the Transition Services due to circumstances arising under this Section 6.5(b).
- (c) The Purchaser shall be entitled to any books and records of the Business at the end of the Term related to the Transition Services, the Transition Assets or the Transition Employees.
- (d) In connection with the receipt and use of the Transition Services and as applicable, Purchaser shall, and shall cause its affiliates and representatives to, comply with the Vendor Group's then-current work processes, policies and procedures of which Purchaser has been made aware, and Purchaser acknowledges that the Vendor Group's ability to provide the Transition Services is dependent on such compliance by the Purchaser and its affiliates and representatives.

6.6 Security

- (a) Notwithstanding Section 2.6 hereof, if either Party has access (either on-site or remotely) to any of the computer systems or information stores of the other Party in connection with the Transition Services to be provided under this Transition Services Agreement, it shall

limit such access solely to the use of such systems and information stores as required to so perform or receive the Transition Services and shall not access or attempt to access any computer systems, information stores, files, software or services other than those required to perform or receive the Transition Services. Each Party shall limit such access to those of its personnel with a bona fide need to have such access and who have agreed to maintain the confidentiality of the other Party's confidential information. Each Party shall, and shall cause its personnel to, follow all applicable security rules and procedures communicated to it for restricting access to any computer systems and information stores of the other Party to which it is provided access.

- (b) The Vendor Group shall perform the Transition Services using at least the same level of security practices and procedures as used in the provision of analogous or similar services by the Vendor Group in the twelve months prior to the Effective Date, but in any event, no less than commercially reasonable security measures. The Vendor Group shall promptly notify the Purchaser of any known security breaches potentially giving unauthorized third parties access to the Purchaser's data.

6.7 Force Majeure

If the Vendor Group or any third-party provider of the Vendor Group is wholly or partially prevented from, or delayed or restricted in, providing one or more Transition Services, or one or more Transition Services are interrupted or suspended, by reason of events beyond the Vendor Group's or third party providers' reasonable control (including failure by the Purchaser or its affiliates or representatives to comply with the terms and conditions of this Transition Services Agreement, failure by any third party to comply with the terms and conditions of any contract with any member of the Vendor Group or its affiliates (including any Transition Contract), acts of God, acts of nature, acts, decrees or orders of governmental, regulatory or military authorities, fire, explosion, lack of utilities, accident, embargoes, disruption or delay in transportation, epidemics, pandemics, war, acts of terrorism, infrastructure failure, information technology systems or software failure, nuclear disaster, labour strikes, work stoppages or slowdowns, changes in law (or changes in the interpretation or enforcement thereof) or legal or regulatory actions, including restraining orders and injunctions, civil unrest and/or riots or disruption of internet access (including access disruptions as a result of any virus, worm, Trojan horse, etc.), or any other type of similar event), the Vendor Group shall (i) give notice of suspension of Transition Services as soon as reasonably practicable to the Purchaser stating the date and extent of such suspension and its cause, (ii) not be obligated to deliver, or cause to be delivered, the affected Transition Services during such period provided it remains in strict compliance with this Section 6.7, and (iii) resume the performance of their obligations as soon as reasonably practicable after the removal of the cause, provided that following receipt by the Purchaser of a notice pursuant to (i), Purchaser shall have the right in its sole discretion to immediately terminate this Transition Services Agreement, provided the Purchaser pays all amounts owing to the date of termination.

6.8 No Assignment of Lease

The Vendor Group and the Purchaser each hereby acknowledge and agree that nothing in this Transition Services Agreement is intended to, or shall be construed to, create a lease, sublease or assignment of lease in favour of the Purchaser or otherwise impose on the Purchaser any obligations as a lessee, sublessee or assignee of any lease that is a Transition Asset until such time that such Transition Asset is acquired by the Purchaser pursuant to Section 2.7 **Error! Reference source not found.** hereof.

6.9 Independent Contractors; No Employer Relationship

The relationship between the Vendor Group, on the one hand, and the Purchaser, on the other hand, is that of independent contractors, not partners or joint venturers. The Vendor Group and the Purchaser each hereby acknowledge and agree that nothing in this Transition Services Agreement is intended to, or shall be construed to, create or deem the Purchaser to be the employer of the Transition Employees. For greater certainty, except as provided expressly herein with regard to Hired Employees, nothing in this Transition Services Agreement shall deem or cause the Purchaser to become the employer

of the Transition Employees and nothing herein modifies in any way the protections provided to the Vendor Group pursuant to the Initial Order. For the avoidance of doubt, the Transition Employees will at all times remain under the control or direction of the Vendor Group and will not be, nor deemed to be, under the common control or direction of the Purchaser, nor will such Transition Employees have any entitlement to receive payment of compensation or severance from the Purchaser or otherwise participate in, or accrue or receive benefits in respect of, any retirement, employee benefit or incentive plan sponsored or maintained by the Purchaser or its affiliates.

6.10 Successors and Assigns

No Party to this Transition Services Agreement shall have the right to assign any of its rights and obligations hereunder without the prior written consent of the other Parties which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Purchaser may assign its rights and obligations under this Transition Services Agreement to an affiliate of the Purchaser, provided that the Purchaser remains liable, jointly, with such affiliate for all the obligations of the Purchaser hereunder. To the extent that any such assignment occurs, this Transition Services Agreement and all provisions hereof shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.

6.11 Designees

From time to time, upon providing the Vendor Group with notice pursuant to Section 6.4 hereof, the Purchaser may require that any or all Transition Services, as well as any or all rights granted to the Purchaser hereunder, be provided to, or exercised by, one or more designee(s) of the Purchaser.

6.12 Governing Law

This Transition Services Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Alberta contract.

6.13 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 Transition Services Agreement that the other Party may reasonably require, for the purposes of giving effect to this Transition Services Agreement.

6.14 Amendments and Waiver

No amendment of any provision of this Transition Services Agreement shall be valid unless the same shall be in writing and signed by the Purchaser and each member of the Vendor Group. The Purchaser and such members of the Vendor Group may consent to any such amendment at any time during the Term with the prior authorization of their respective governing bodies. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6.15 Severability

Any provision of this Transition Services Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Transition Services Agreement, all without affecting the remaining provisions of this Transition Services Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.16 Time Periods

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

6.17 Entire Agreement

This Transition Services Agreement and the Asset Purchase Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Transition Services Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Transition Services Agreement except as specifically set forth in this Transition Services Agreement and any document required to be delivered pursuant to this Transition Services Agreement.

6.18 Counterparts

This Transition Services 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, faxed or email PDF form and the Parties adopt any signatures received by a receiving fax machine or email PDF as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this Transition Services Agreement which was so faxed or emailed.

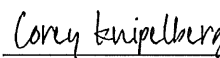
[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

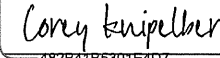
MTE LOGISTIX LIMITED PARTNERSHIP, by its
general partner, **MLG GP LTD.**

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

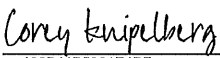
ACTIVE WAREHOUSING INC.

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

HYDRIVE FORKLIFT & EQUIPMENT INC.

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

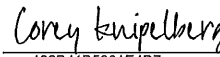
MTE LOGISTIX CALGARY INC.

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

MTE LOGISTIX EDMONTON INC.

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

MTE LOGISTIX MANAGEMENT INC.

Signed by:
Per: 
Name: Corey Knipelberg
Title: Chief Financial Officer

**PORTER WAREHOUSING & DISTRIBUTION
INC.**

Signed by:
Per: 
482B41B5301E4D7
Name: Corey Knipelberg
Title: Chief Financial Officer

MTE LOGISTIX LTD.

Per: _____
Name: Howard Steinberg
Title: Chief Executive Officer
Per: _____
Name: Adam Marcus
Title: President

Schedule 1.1(II)

Premises

Schedule 1.1(zz)

Transition Contracts

Schedule 1.1(bbb)

Transition Leases

Schedule 1.1(ccc)

Transition Permits

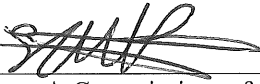
Schedule 1.1(ddd)

Transition Services

THIS IS EXHIBIT "D"
referred to in the Affidavit of

COREY KNIPELBERG

Affirmed before me this 13th day
of October, 2026.

A handwritten signature in black ink, appearing to be 'SAR', is written over a horizontal line.

A Commissioner for Oath
in and for the Province of Alberta

Lyndon Annetts
Student-at-Law

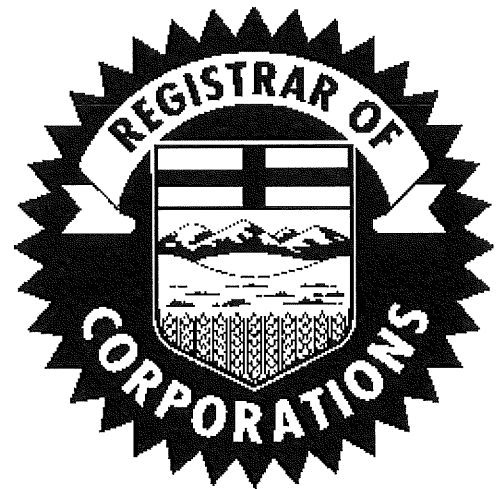
CORPORATE ACCESS NUMBER: 206048969

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**MTE LOGISTIX EDMONTON INC.
CHANGED ITS NAME TO 604896 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48135341

Corporate Access Number: 206048969

Business Number: 138449319

Legal Entity Name: MTE LOGISTIX EDMONTON INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 604896 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2026	2026/06/18
2025	2025/05/01
2024	2024/04/18

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2022/09/01
Other Rules or Provisions	ELECTRONIC	2022/09/01
Restrictions on Share Transfers	ELECTRONIC	2022/09/01

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate

reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Articles of Amendment

Business Corporations Act
Section 6

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation

2. Corporate Access Number

MTE LOGISTIX EDMONTON INC.

206048969

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 604896 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

Corey Knipelberg

Last Name, First Name, Middle Name (optional)

Management Signatory

Relationship to Corporation

Telephone Number (optional)

2026-09-21

Date of submission (yyyy-mm-dd)

Signed by:

Email Address (optional)

Corey Knipelberg

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Signature

ELECTRONICALLY
FILED

SEP 21 2026

AT
CORPORATE REGISTRY

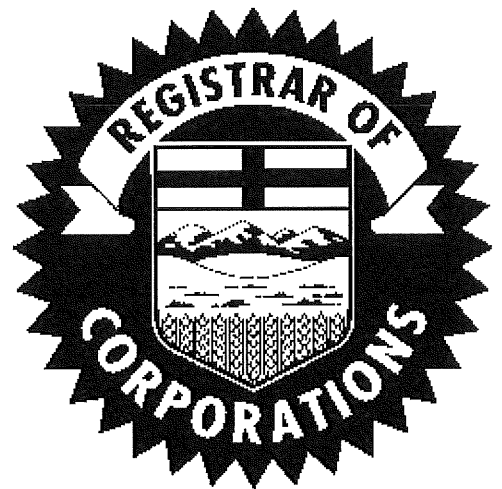
CORPORATE ACCESS NUMBER: 207544396

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**MTE LOGISTIX CALGARY INC.
CHANGED ITS NAME TO 754439 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48135177

Corporate Access Number: 207544396

Business Number: 873529556

Legal Entity Name: MTE LOGISTIX CALGARY INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 754439 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2025	2026/01/13
2024	2024/12/18
2023	2023/11/21

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Letter - Spelling Error	10000801000433433	2009/01/20

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Articles of Amendment

Business Corporations Act
Section 6

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1. Name of Corporation

2. Corporate Access Number

MTE LOGISTIX CALGARY INC.

207544396

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 754439 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

Corey Knipelberg

Last Name, First Name, Middle Name (optional)

Management Signatory

Relationship to Corporation

Telephone Number (optional)

2026-09-21

Date of submission (yyyy-mm-dd)

Signed by:

Email Address (optional)

Corey Knipelberg

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Signature

ELECTRONICALLY
FILED

SEP 21 2026

AT
CORPORATE REGISTRY

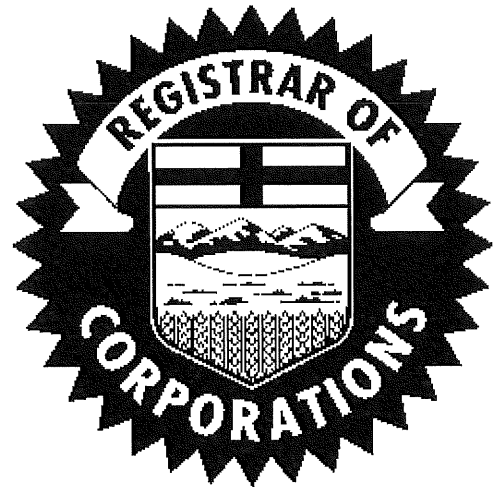
CORPORATE ACCESS NUMBER: 208681957

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**MTE LOGISTIX MANAGEMENT INC.
CHANGED ITS NAME TO 868195 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48135436

Corporate Access Number: 208681957

Business Number: 865452775

Legal Entity Name: MTE LOGISTIX MANAGEMENT INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 868195 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2026	2026/06/17
2025	2025/03/26
2024	2024/04/18

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2000/03/01
Restrictions on Share Transfers	ELECTRONIC	2000/03/01
Other Rules or Provisions	ELECTRONIC	2000/03/01
Share Structure	ELECTRONIC	2022/09/01

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Articles of Amendment

Business Corporations Act
Section 6

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation

2. Corporate Access Number

MTE LOGISTIX MANAGEMENT INC.

208681957

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 868195 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

Corey Knipelberg

Last Name, First Name, Middle Name (optional)

Management Signatory

Relationship to Corporation

Telephone Number (optional)

Signed by:

Email Address (optional)

2026-09-21

Corey Knipelberg

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Date of submission (yyyy-mm-dd)

Signature



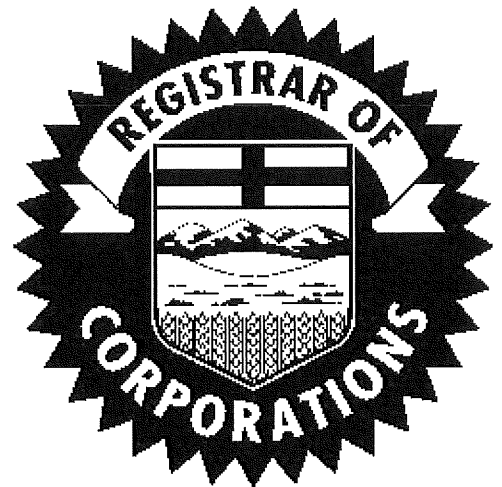
CORPORATE ACCESS NUMBER: 208728451

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**PORTER WAREHOUSING & DISTRIBUTION INC.
CHANGED ITS NAME TO 872845 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48135632

Corporate Access Number: 208728451

Business Number: 104270632

Legal Entity Name: PORTER WAREHOUSING & DISTRIBUTION INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 872845 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2026	2026/06/18
2025	2025/05/01
2024	2024/04/29

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2000/04/01
Restrictions on Share Transfers	ELECTRONIC	2000/04/01
Amalgamation Agreement	10000998000696077	2000/04/01
Statutory Declaration	10000198000696076	2000/04/01
Other Rules or Provisions	ELECTRONIC	2000/04/01

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Articles of Amendment

Business Corporations Act
Section 6

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

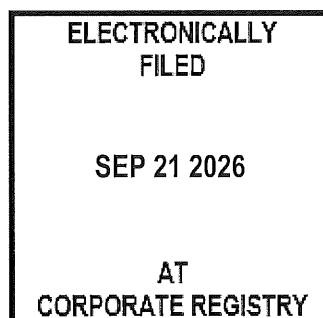
1. Name of Corporation	2. Corporate Access Number
PORTER WAREHOUSING & DISTRIBUTION INC.	208728451

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 872845 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

<u>Corey Knipelberg</u> Last Name, First Name, Middle Name (optional)	<u>Management Signatory</u> Relationship to Corporation
<u>Telephone Number (optional)</u> 2026-09-21	<u>Signed by:</u> <u>Email Address (optional)</u> <u>Corey Knipelberg</u> 482B41B5301E4D7...
<u>Date of submission (yyyy-mm-dd)</u>	<u>Signature</u>



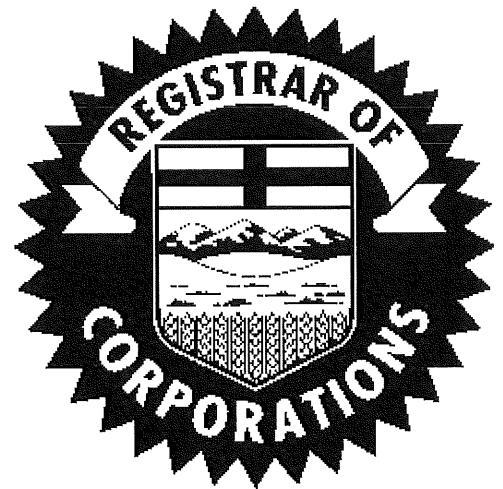
CORPORATE ACCESS NUMBER: 2010945018

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**ACTIVE WAREHOUSING INC.
CHANGED ITS NAME TO 1094501 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48134968

Corporate Access Number: 2010945018

Business Number: 858834401

Legal Entity Name: ACTIVE WAREHOUSING INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 1094501 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2026	2026/06/17
2025	2025/03/26
2024	2024/03/15

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2004/03/02
Other Rules or Provisions	ELECTRONIC	2004/03/02
Statutory Declaration Notice Error	10000307103981766	2010/07/02

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate

reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Articles of Amendment

Business Corporations Act
Section 6

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1. Name of Corporation

2. Corporate Access Number

ACTIVE WAREHOUSING INC.

2010945018

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 1094501 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

Corey Knipelberg

Last Name, First Name, Middle Name (optional)

Management Signatory

Relationship to Corporation

Telephone Number (optional)

2026-09-21

Date of submission (yyyy-mm-dd)

Signed by:

Email Address (optional)

Corey Knipelberg

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Signature

ELECTRONICALLY
FILED

SEP 21 2026

AT
CORPORATE REGISTRY

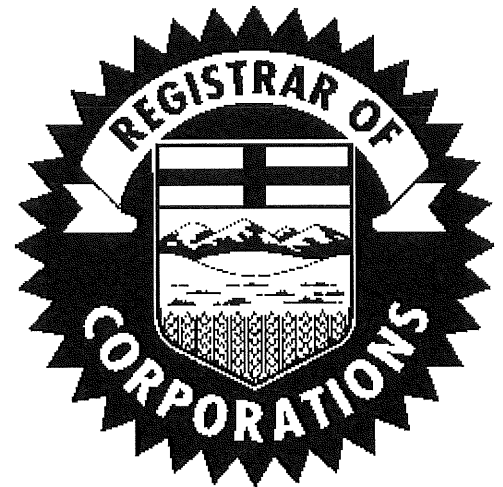
CORPORATE ACCESS NUMBER: 2017052362

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

**HYDRIVE FORKLIFT & EQUIPMENT INC.
CHANGED ITS NAME TO 1705236 ALBERTA INC. ON 2026/09/21.**



Name Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48135126

Corporate Access Number: 2017052362

Business Number: 833074446

Legal Entity Name: HYDRIVE FORKLIFT & EQUIPMENT INC.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Numbered Alberta Corporation

New Legal Entity Name: 1705236 ALBERTA INC.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Professional Endorsement Provided:

Future Dating Required:

Amendment Date: 2026/09/21

Annual Return

File Year	Date Filed
2025	2026/04/13
2024	2024/12/18
2023	2023/11/20

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Restrictions on Share Transfers	ELECTRONIC	2012/10/17
Share Structure	ELECTRONIC	2012/10/17
Other Rules or Provisions	ELECTRONIC	2012/10/17

Registration Authorized By: COREY KNIPELBERG
AGENT OF CORPORATION

The Registrar of Corporations certifies that the information contained in this statement is an accurate

reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

**Articles of Amendment***Business Corporations Act*
Section 6

This information is collected in accordance with the *Business Corporations Act*. It is required to update an Alberta corporation's articles for the purpose of issuing a certificate of amendment. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation

2. Corporate Access Number

HYDRIVE FORKLIFT & EQUIPMENT INC.

2017052362

3. Item number 1 of the Articles of the above named corporation are amended in accordance with Section 173(1)(a) of the *Business Corporations Act* as follows.

The name of the Corporation be changed to a numbered name assigned by Alberta Corporate Registries being 1705236 Alberta Inc.

4. Authorized Representative/Authorized Signing Authority for the Corporation

Corey Knipelberg

Last Name, First Name, Middle Name (optional)

Management Signatory

Relationship to Corporation

Telephone Number (optional)

2026-09-21

Date of submission (yyyy-mm-dd)

Signed by:

Email Address (optional)

Corey Knipelberg

482B41B5301E4D7...

Signature

ELECTRONICALLY
FILED

SEP 21 2026

AT
CORPORATE REGISTRY

IN THE MATTER OF

MTE LOGISTIX LIMITED PARTNERSHIP
AND IN THE MATTER OF SECTION 70
OF THE *PARTNERSHIP ACT* (ALBERTA) AS AMENDED
(THE "PARTNERSHIP ACT")

NOTICE TO AMEND CERTIFICATE

WHEREAS:

- A. MTE Logistix Limited Partnership (the "Limited Partnership") was formed pursuant to Section 52 of the *Partnership Act* by a Certificate of Limited Partnership which was filed with and recorded by the Registrar of Corporations for the Province of Alberta (the "Registrar") on July 12, 2021, as registration number LP23612179 (the "Certificate"); and
- B. There has been a change to the name of the limited partnership.

NOW THEREFORE the undersigned, being all of the partners of the Limited Partnership, hereby amend the Certificate as follows:

1. The firm name of the limited partnership be changed:

From:

MTE Logistix Limited Partnership

To:

23612179 Limited Partnership

[Remainder of page left intentionally blank]

DATED at Calgary, Alberta, effective this 21 day of September, 2026.

MLG GP Ltd.
as General Partner

By: Signed by:
Corey Knipelberg
482B41B5301E4D7...

Name: Corey Knipelberg

MLG GP Ltd.,
as Power of Attorney for the Limited Partners

By: Signed by:
Corey Knipelberg
482B41B5301E4D7...

Name: Corey Knipelberg



AMEND LIMITED PARTNERSHIP - Proof of Filing

Alberta Amendment Date: 2026/09/21

Service Request Number: 48138498
Registration Number: LP23612179
Business Number:
Trade Name / Partnership Name: 23612179 LIMITED PARTNERSHIP
Trade Name / Partnership Status: Active

Note: There is only 1 active General Partner

General Partner

General Partner Status: Active
General Partner Type: Other
Last Name / Legal Entity Name: MLG GP LTD.
Street: 4500, 855 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K7
Email Address: GTEDESCO@HILLCOREGROUP.COM

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Notice to Amend	10000207108992784	2026/09/21

Registration Authorized By: MATTHEW POLLOCK
SOLICITOR

The Registrar of Corporations certifies that the information contained in this proof of filing is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

AMEND TRADE NAME / PARTNERSHIP - Registration Statement

Alberta Amendment Date: 2026/09/21

Service Request Number: 48138498
Registration Number: LP23612179
Business Number:
Trade Name / Partnership Name: 23612179 LIMITED PARTNERSHIP
Trade Name / Partnership Status: Active
Nuans Number:
Nuans Date:
Termination Date:
Home Jurisdiction Registration Number:
Valid in Home Jurisdiction:

Note: There is only 1 active General Partner

General Partner

General Partner Status: Active
General Partner Type: Other
Corporate Access Number:
Business Number:
Last Name / Legal Entity Name: MLG GP LTD.
First Name:
Middle Name:
Street: 4500, 855 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K7
Country:
Email Address: GTEDESCO@HILLCOREGROUP.COM

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Notice to Amend	10000207108992784	2026/09/21

Registration Authorized By: MATTHEW POLLOCK
SOLICITOR

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.