

THE QUEEN'S BENCH
Winnipeg Centre
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985,
c. B-3, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF
5274398 MANITOBA LTD.

EIGHTH REPORT OF TRUSTEE ON PROPOSAL
Dated: February 4, 2019

LAZER GRANT INC., Licensed Insolvency Trustee
Suite 300, 309 McDermot Avenue
Winnipeg, Manitoba
R3A 1T3
204-942-0300

District of: Manitoba
Division No.: 01
Court No.: BK 17-01-04509
Estate No.: 21-2281867

Report of Trustee
(Section 50.4(9) of the *Bankruptcy and Insolvency Act*)

In the matter of the Proposal of
5274398 Manitoba Ltd. o/a Cross Country Manufacturing, an Insolvent
Person
of the City of Morden, in the Province of Manitoba

We, Lazer Grant Inc., (the “**Proposal Trustee**”) the Licensed Insolvency Trustee acting in the Proposal of 5274398 Manitoba Ltd. o/a Cross Country Manufacturing, (the “**Debtor**”), hereby report to the Court as follows:

1. This Report is intended to provide the Court with particulars of the Proofs of Claim and Notices of Disallowance now under appeal in respect of the claims of Bellhop Express Corp. (“**Bellhop**”) and Cervus Contractors Equipment LP (“**Cervus**”).
2. On or about February 5, 2018, a Proof of Claim on behalf of Bellhop was received by the Proposal Trustee supported by the Affidavit of James Anthony Crespi, attached as Schedule “A” thereto. Attached hereto as

Appendix 1 is a true copy of the Proof of Claim of Bellhop with attached Schedule "A".

3. On or about March 1, 2018, a Proof of Claim on behalf of Cervus was received by the Proposal Trustee supported by Schedule "A" thereto. Attached hereto as **Appendix 2** is a true copy of the Proof of Claim of Cervus with attached Schedule "A".

4. On or about June 8, 2018, the Proposal Trustee sought certain information in relation to the Bellhop and Cervus Proofs of Claim from the Debtor. Attached hereto as **Appendix 3** is a true copy of the request for information and the information received from the Debtor.

5. On or about September 10, 2018, the claim of Bellhop was disallowed by the Proposal Trustee following consultation with Mark Dulaney, the Inspector. Attached hereto as **Appendix 4** is a true copy of the Notice of Disallowance issued by the Proposal Trustee to Bellhop.

6. On or about September 10, 2018, the claim of Cervus was disallowed in part by the Proposal Trustee following consultation with Mark Dulaney, the Inspector. Attached hereto as **Appendix 5** is a true copy of the Notice of Disallowance issued by the Proposal Trustee to Cervus.

7. On or about February 1, 2019 a letter was sent by the Proposal Trustee to those creditors of the Debtor whose claims have been accepted by the Proposal Trustee advising as to the Appeals taken by Bellhop and Cervus from the Notices of Disallowance, the date set by this Honourable Court for the Appeals to be heard, and as to this Eighth Report. An Affidavit of Service attaching a true copy of the letter, a register of the creditors who received the letter, and the means by which the letter was transmitted to such creditors is attached hereto as **Appendix 6**.

DATED at the City of Winnipeg, in the Province of Manitoba, this 4th day of February, 2019.

LAZER GRANT INC. – Licensed Insolvency Trustee
Per:



300 – 309 McDermot Avenue
Winnipeg, MB R3A 1T3
Phone:204-942-0300

District of: Manitoba
 Division No. 01
 Court No.
 Estate No. 21-2281867

FORM 31 / 36
 Proof of Claim / Proxy

All notices or correspondence regarding this claim must be forwarded to the following address:

Bellhop Express Corp., 3136 Burnham Street North, Cobourg, Ontario, K9A AJ7
Attention: James Crespi

With a copy to:

Cassels Brock & Blackwell LLP, Scotia Plaza, 40 King Street West, Suite 2100, Toronto, Ontario, M5H 3C2
Attention: Jordan Fletcher

In the matter of the proposal of 5274398 Manitoba Ltd. of the City of Morden in the Province of Manitoba and the claim of **Bellhop Express Corp.**, creditor.

I, **James Crespi**, of the **Town of Cobourg**, in my capacity as a representative of **Bellhop Express Corp.**, a creditor in the above matter, hereby appoint **Lazer Grant Inc. of Winnipeg**, to be the proxyholder of **Bellhop Express Corp.** in the above matter, except as to the receipt of dividends, **without** (with or without) power to appoint another proxyholder in his place.

I, **James Crespi** (name of creditor or representative of the creditor), of the **Town of Cobourg** in the Province of **Ontario** do hereby certify:

1. That I am a creditor of the above named debtor (or I am the **President** (position/title) of **Bellhop Express Corp.**, creditor).
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of proposal, namely the 11th day of August 2017, and still is, indebted to the creditor in the sum estimated at **\$3,270,684.00**, as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
4. (Check and complete appropriate category.)
 - A. UNSECURED CLAIM OF **\$3,270,684.00**.
 (other than as a customer contemplated by Section 262 of the Act)
 That in respect of this debt, I do not hold any assets of the debtor as security and
 (Check appropriate description.)
 - Regarding the amount of \$_____, I claim a right to a priority under section 136 of the Act.
 - Regarding the amount of **\$3,270,684.00**, I do not claim a right to a priority.
 (Set out on an attached sheet details to support priority claim)
 - B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$_____
 That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based)
 - C. SECURED CLAIM OF \$_____
 That in respect of this debt, I hold assets of the debtor valued at \$_____ as security, particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)
 - D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF \$_____
 That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$_____
 (Attach a copy of sales agreement and delivery receipts)
 - E. CLAIM BY WAGE EARNER OF \$_____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$_____

- That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ _____
- F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF \$ _____
- That I hereby make a claim under subsection 81.5 of the Act in the amount of \$ _____
- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$ _____
- G. CLAIM AGAINST DIRECTOR \$ _____
 (To be completed when a proposal provides for the compromise of claims against directors.)
 That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
 (Give full particulars of the claim, including the calculations upon which the claim is based.)
- H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____
 That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows: (Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of my knowledge, the above-named creditor Bellhop Express Corp., is not (is/is not) related to the debtor within the meaning of section 4 of the Act, and has not (have/has/have not/has not) dealt with the debtor in a non-arm's-length manner.


6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

See Schedule "A" Attached.

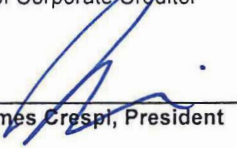
7. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupts application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Cobourg this 5th day of February, 2018.

 Witness


 Witness

 Individual Creditor
Bellhop Express Corp.
 Name of Corporate Creditor
 Per: 

 James Crespi, President

Return To: _____ Phone Number: _____
 Fax Number: _____
 E-mail Address: bellhopex@yahoo.ca

Lazer Grant Inc.
 300-309 McDermot Avenue
 Winnipeg MB R3A 1T3

E-mail: LazerGrant@lazergrant.ca

NOTE: If an affidavit is attached, it must have been made before a person quelled to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

SCHEDULE "A"

AFFIDAVIT OF JAMES ANTHONY CRESPI

I, **James Anthony Crespi**, of the Town of Cobourg, in Northumberland County, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the president of Bellhop Express Corp. ("**Bellhop**"), a trucking and haulage company incorporated pursuant to the laws of the Province of Ontario, and, as such, I have knowledge of the matters in this affidavit.

The Agreement

2. On March 18, 2015, Bellhop placed an order with distributor Cervus Contractor Equipment LP ("**Cervus**") for 2 new 485D live bottom trailers manufactured by 5274398 Manitoba Ltd. carrying on business as Cross Country ("**Cross Country**"), for \$112,00.00, plus fees and HST, per trailer (the "**Agreement**"). Attached hereto and marked as **Exhibit "A"** and **Exhibit "B"**, respectively, to my Affidavit is a copy of the unsigned contract, dated March 18, 2015, and correspondence from Bellhop to Cervus, dated April 23, 2015.

3. The Agreement included the following express terms and conditions:

- (a) the first trailer be delivered by May 18, 2015, and the second trailer be delivered by June 1, 2015; and
- (b) any repairs required for the replacement of defective parts and faulty workmanship of Cross Country under its warranty would be performed by Cervus.

4. The trailers included a manufacturer's warranty from Cross Country that the trailers were free of defects in material and workmanship. In particular, the warranty included a 5 year 100% manufacturer's warranty on the structure of the trailer and a 1 year warranty for parts and labour on the McKoy live bottom drive system from. Attached hereto and marked as **Exhibit "C"** to my Affidavit is a copy of the warranty with respect to the trailers provided by Cross Country.

5. In addition, the warranties and/or conditions of fitness for purpose and merchantable quality implied by the Ontario *Sale of Goods Act*, RSO 1990, c S.1, were not explicitly excluded by Cross Country.

6. In fact, in Cross Country's manual for the trailer (provided to Bellhop), Cross Country makes the following representations with respect to the quality and fitness for purpose of the trailers:

- (a) "We (Cross Country) take pride in being able to supply you (Bellhop) with a quality unit that will provide many years of trouble free service and ensure your satisfaction"; and
- (b) "we (Cross Country) are dedicated to building trailers that are not only suited to your (Bellhop's) needs, but have been engineered with safety, durability and overall performance in mind".

Attached hereto and marked as **Exhibit "D"** to my Affidavit are select pages from the Cross Country Manual for the trailers provided to Bellhop.

7. To finance the trailers, Bellhop entered into a lease agreement with Mercado Capital Corporation ("**Mercado**"), whereby Mercado purchased the first trailer and leased it to Bellhop (the "**Lease**"). Attached hereto and marked as **Exhibit "E"** to my Affidavit is a copy of the Lease Agreement between Mercado and Bellhop, dated June 25, 2015.

8. In accordance with paragraph 31 of the Lease, Bellhop was entitled to an assignment of all warranties, guarantees, service contracts, licenses and representations given to Mercado by Cervus and Cross Country with respect to the trailers.

9. The trailer that was delivered to Bellhop was registered with the Ministry of Transportation (the "MTO") to both Bellhop and Mercado. Attached hereto and marked as **Exhibit "F"** to my Affidavit is a copy of the MTO Permit, issued July 3, 2015.

Breach of Agreement and Warranty

10. In breach of the Agreement, the first 485D trailer was delivered on or about July 14, 2015 (or approximately 2 months late). The second trailer was not delivered at all. Attached hereto and marked as **Exhibit "G"** and **"H"**, respectively, to my Affidavit are copies of Correspondence between Bellhop and Cervus with respect to the purchase of the trailer and delays in delivery, from June 12 to July 2, 2015, and a photo of the incomplete trailer, taken June 16, 2015.

11. In further breach of the Agreement, when the trailer was delivered to Bellhop it was not in good working order, free of defects, fit for purpose and/or of merchantable quality. In particular, the trailer had defects in material and workmanship which included:

- (a) improperly installed fenders;
- (b) faulty wiring and electrical systems;
- (c) non-operating lift axels;
- (d) faulty air line;
- (e) non-operating belt;
- (f) broken output shaft;
- (g) leaking airbags;
- (h) improperly installed ladder latch;
- (i) faulty chain oiler system;
- (j) leaking axel seal;
- (k) incorrect threaded rods;
- (l) improper chain tension thread rod in the live bottom;
- (m) improper reflective tape on fender;
- (n) improper flaps installed behind all axels; and
- (o) no centre mud flaps in front of landing gear.

12. The aforesaid defects created a danger to the health and safety of the user of the trailer.

13. As a result of these defects, the trailer was continuously out of service and, on several occasions, needed emergency servicing. Attached hereto and marked as **Exhibit "I"** to my Affidavit are copies of invoices for serving of the trailer, from July 28, 2015 to July 22, 2016, 2016.

14. The defects with the trailers were promptly brought to the attention of Cross Country, either directly or through Cervus. Attached hereto and marked as **Exhibit "J"** and **Exhibit "K"**, respectively, to my Affidavit are emails between Bellhop, Cervus and Cross Country from August 7, 2015 to December 18, 2015, and text messages between John Crespi and representative of Cervus from November 2, 2015 to November 27, 2015.

15. Notwithstanding the notice provided to Cross Country and Cervus, the defects with the trailer were never all adequately addressed or fixed.

16. On October 14, 2016, George Doell of Cross Country sent me an email, advising me that there was no one in his shop that would not be able to complete the required warranty work at that time. Attached hereto and marked as **Exhibit "L"** to my Affidavit is an email thread between myself and George Doell, from October 4, 2016 to October 14, 2016.

Damages

17. As a direct result of the breaches of the Agreement, Bellhop was unable to complete its work under its contract with Dufferin Concrete and as a result that contract was cancelled. Attached hereto and marked as **Exhibit "M"** and **Exhibit "N"**, respectively, to my Affidavit is an email thread between myself and Dufferin Concrete between March 3 and 30, 2015, with the terms of a job we were hired to perform, and a letter from Dufferin Concrete to Bellhop, dated May 5, 2015, terminating that contract.

18. Bellhop also incurred costs and out of pocket expenses completing necessary emergency repairs on the trailer, devoting Bellhop resources to addressing the problems with the trailer and purchasing a smaller trailer to mitigate its damages.

19. As a direct result of the loss of revenue caused by the Dufferin contracts being cancelled, the costs incurred trying to fix the trailer and the loss of productivity resulting from the trailer being out of service and devoting Bellhop resources to trying to fix the trailer, Bellhop was no longer able to meet its liabilities, its creditors ceased its equipment and, on or about October 2016, Bellhop was forced to cease operating.

20. Bellhop's projected net profit for a 5 axel trailer for one year was \$133,209.30. Bellhop's projected net profit for a 4 axel trailer for one year is \$110,681.26. But for the breaches of the Agreement, warranty and negligence, Bellhop would have had one 5 axel trailer, and four 4 axel trailers in service, yielding annual profits of \$575,934.34. Attached hereto and marked as **Exhibit "O"** and **Exhibit "P"**, respectively, to my Affidavit are spread sheets with the breakdown of the Bellhop's projected net profit for a 5 axel trailer, and of a 4 axel trailer.

21. As a direct result in the aforesaid breaches of contract, warranty and negligence, Bellhop's income the following year was approximately \$184,920.00, or \$391,014.34 less than projected. Attached hereto and marked as **Exhibit "Q"** to my Affidavit is Bellhop's Notice to Reader Income Statement for 2016.

22. Bellhop's projected loss of net profit for the 5 years following its ceasing operation, assuming annual net profit of \$575,934.34, is \$2,879,670.00.

23. Bellhop estimated loss of profit for the year before it ceased operation, plus 5 additional years of lost income is \$3,270,684.00.

Bellhop's Claim

24. On March 17, 2017, Bellhop commenced an action against Cross-Country (the "**Bellhop Claim**"), amongst others, claiming damages, jointly and severally, for breach of contract, breach of warranty, breach of the *Sale of Goods Act*, breach of the duty of good faith, negligent misrepresentations, and negligent supply of shoddy or defective goods (the "Action"). Bellhop claimed damages which include, but are not limited to out of pocket expenses, loss of profits and business opportunity and loss of goodwill and business reputation, and punitive and exemplary damages, in the total approximated amount of \$3,600,000.00, or in the alternative disgorgement of profits (which are within the knowledge of the defendants,

This is Exhibit "A" to the

Affidavit of James Anthony Crespi

Sworn before me this 5th day of February, 2018

A handwritten signature in blue ink, reading "Graham Andrews", is written over a horizontal line. The signature is cursive and extends above and below the line.

A Commissioner for Taking Affidavits

VENDOR (Hereinafter referred to as Vendor)

Cervus Contractors Equipment LP
 o/a Peterbilt Ontario Truck Centres

LONDON
 (800) 561-7383

WOODSTOCK
 (800) 287 9878

WATERLOO
 (800) 539-7383

HALDIMAND
 (800) 544-9874

NORTH BAY
 (800) 734-9876

TORONTO WEST
 MISSISSAUGA
 (877) 258-0020

TORONTO EAST
 WHITBY
 (888) 471-8888

EASTERN ONTARIO
 CARDINAL
 (877) 657-1300

WROXETER
 (866) 421-7383

NORFOLK
 (877) 426-9001

PURCHASER (Hereinafter referred to as Purchaser)
BELL HOP EXPRESS CORP CONDITIONS ON NEXT PAGE FORM PART OF THIS PURCHASE AGREEMENT. PURCHASE AGREEMENT NUMBER **W15-TBA** HST # **818861742 RT**

ADDRESS: **6 BAY ST.** CITY: **TRENTON** PROV.: **ON** POSTAL CODE: **K8V 1H1** PRIMARY PHONE: **613-377-5040** SECONDARY PHONE: _____
 EMPLOYER: _____ ADDRESS: _____ EMPLOYER'S PHONE: _____

WE HEREBY OFFER TO PURCHASE THE FOLLOWING VEHICLE(S) ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.

QUANTITY: **1** NEW USED YEAR: **2015** MAKE: **Cross Country** MODEL NAME NO: **485B** VIN: _____ COLOUR: _____ STOCK NO: **TBA**
 ENGINE SN: _____ DISTANCE TRAVELLED: _____ KM MI PURCHASER'S INITIAL: _____ THE TRUE DISTANCE TRAVELLED IS UNKNOWN, BUT IS BELIEVED TO BE IN EXCESS OF THE NUMBER LISTED ABOVE WHICH WAS RECORDED ON _____ MONTH _____ DAY _____ YEAR

NEW VEHICLE WARRANTY REFER TO THE WARRANTIES SECTION 3, 4, & 5 OF THE CONDITIONS OF SALE ON THE REVERSE OF THIS AGREEMENT. IF MANUFACTURER WARRANTY IS APPLICABLE TIME IS MEASURED FROM THE DATE OF DELIVERY OR _____ MONTH _____ DAY _____ YEAR

USED VEHICLE WARRANTY (ONLY ONE APPLIES)

1. SAFETIED - WITH WARRANTY THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARDS CERTIFICATE AND A LIMITED WARRANTY AS STATED IN THE WARRANTY SECTION BELOW.

2. SAFETIED - WITHOUT WARRANTY THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARDS CERTIFICATE AND NO WARRANTY EVEN EXPRESSED OR IMPLIED.

3. VEHICLE SOLD AS IS

WE AGREE THAT IF THE APPROPRIATE SPACE IS INITIALED BY THE PURCHASER, THE VEHICLE IS SOLD AS IS AND IS NOT REPRESENTED AS BEING IN A ROAD WORTHY CONDITION, MECHANICALLY SOUND OR MAINTAINED AT ANY GUARANTEED LEVEL OF QUALITY. THE VEHICLE MAY NOT BE FIT FOR USE AS A MEANS OF TRANSPORTATION AND MAY REQUIRE SUBSTANTIAL REPAIRS AT THE EXPENSE OF THE PURCHASER. IT HAS BEEN FURTHER EXPLAINED TO MEAVE THAT A REPLACEMENT VEHICLE OPERATING PERMIT CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE HIGHWAY TRAFFIC ACT. THE VEHICLE HEREIN WILL BE DELIVERED WITH AN UNFIT VEHICLE PERMIT AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE UNFIT MOTOR VEHICLE PERMIT AT THE COST OF THE PURCHASER. PURCHASER'S INITIAL _____

DESCRIPTION	LIST PRICE	TRADE-IN VEHICLE DESCRIPTION & LIEN DISCLOSURE				TERMS OF SETTLEMENT
BASIC VEHICLE	112,000.00	YEAR	MAKE	MODEL	TOTAL SALE PRICE	113,400.00
If a new vehicle is sold herein, the attached Schedule 'A' (Final Vehicle Specifications) which forms an integral part of this agreement describes the motor vehicle sold and the manufacturer's price for such motor vehicle.		LICENSE NO	ENGINE	TRANSMISSION	GMVIC	5.00
		SERIAL NO	DISTANCE TRAVELLED <input type="checkbox"/> KM <input type="checkbox"/> MI PURCHASER'S SIGNATURE		TIRE TAX	180.00
ELCARGO Tarp	0.00	NET AMOUNT OF LIEN OWED TO		AC TAX		
Barrel Fenders	0.00	LAST REGISTERED OWNER				
Reverse Switch	0.00	<input type="checkbox"/> SAME AS PURCHASER ABOVE				
Provisio SPIF	1,400.00	ADDRESS		LIEN SEARCH MONTH DAY YEAR	SUB-TOTAL 1 113,585.00	
No Wood Boards	0.00	<input type="checkbox"/> TRADE-IN IN "AS IS" CONDITION <input type="checkbox"/> TRADE-IN TO PASS MTO SAFETY INSPECTION		TRADE-IN ALLOWANCE		
Mount Tarp to Trailer Fra	0.00	<input type="checkbox"/> TRADE-IN TO PASS MTO SAFETY INSPECTION WITH THE FOLLOWING EXCEPTION(S):		SUB-TOTAL 2 113,585.00		
Ladder by Calcium Sprays	0.00	H.S.T. ON VEHICLE(S) PURCHASED				
Wetlines connectors TBA	0.00	LESS H.S.T. ON TRADE-IN VEHICLE(S)				
Steps Inside Trailer	0.00	NET H.S.T. LIABILITY ON VEHICLE(S)				
		EXTENDED WARRANTY PRODUCT NAME		WARRANTY TERM MONTHS	KILOMETERS	
		<i>Trailer H-1</i>				
		<i>4.6 hrs. after</i>				
		<i>Trailer H-1</i>				

PERSONAL INFORMATION PROTECTION & ELECTRONIC DOCUMENTS ACT

We and our service providers and affiliates will use the information provided by you to perform more services as may be directed by you, provide more information regarding the products and services of us, our affiliates and business partners, generate statistical and aggregated data that does not identify you personally, disclose your information to our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of the information you provide.

SUB-TOTAL 3 **113,585.00**

DEF **14,766.05**

LICENSE FEE

FUEL

TOTAL 113,400.00 PURCHASER'S SIGNATURE _____ DATE (M.D.Y) _____

PRE DELIVERY EXPENSE

TOTAL SALE PRICE 113,400.00 NAME OF INSURANCE COMPANY _____

CURRENCY EXCHANGE RATE APPLICABLE CURRENCY U.S. CANADIAN NAME OF AGENT _____ TELEPHONE NO. _____ PAYOUT LIEN ON TRADE-IN

REQUESTED DELIVERY DATE MONTH DAY YEAR POLICY NO. _____ EXPIRY DATE (M.D.Y) _____ SIN _____ BALANCE DUE **128,351.05**

REGISTRATION # **4921920** DRIVER'S LICENSE NO. _____ EXPIRY DATE (M.D.Y) _____ D.O.B. (M.D.Y) _____

SALES PERSON'S NAME **DAVID A. DUPLAIN** SALES PERSON'S SIGNATURE _____

TERMS & CONDITIONS OF THIS AGREEMENT

THIS SALES AGREEMENT REPRESENTS A FINAL SALE

1. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof and agrees that the same are hereby incorporated by reference and shall constitute part of this agreement as fully as if printed on the face of the agreement and above the purchaser's signature.

(CONTINUED ON NEXT PAGE - PLEASE READ CAREFULLY)

The undersigned purchaser warrants all the above-described motor vehicle is equipment within the definition of the personal property security act. The said purchase to be for the price as hereinafter set forth and shall include the transfer to you of my used vehicle if any, as described above, which said used vehicle I warrant to be free of all encumbrances, except as herein disclosed. The undersigned purchaser warrants all information supplied herein to be true and that the pollution control equipment, including muffler and exhaust system, on the vehicle traded in is intact and operative.

NAME OF OFFICIAL (PLEASE PRINT) **CATHY LANGDON** SIGNATURE _____

TITLE **Business Manager** ACCEPTOR'S REG NO. **5368907** PURCHASER'S SIGNATURE **X** CO-SIGNER (IF ANY)

BALANCED FINANCED O.A.C. LIFE DIS. INS. (IF REQUESTED) REG. FEE (IF NECESSARY) NET AMOUNT TO BE FINANCED COST OF BORROWING %

TOTAL 128,351.05 CURRENCY US CA

1. ODOMETER READING: The vendor does or warrant or guarantee the odometer reading of any used vehicle sold herein and makes only such disclosure as is required under the Motor Vehicles Dealers Act and Regulations thereunder.

WARRANTIES

i. Both parties agree that any warranty accompanying the purchase of the vehicle will be supplied only by the new vehicle manufacturer, or the manufacturer of specific warranted components. Vendor makes no representation and gives no conditions or warranties with respect to the quality or fitness of purchase with respect to the vehicle sold and in particular expressly negative the implied conditions and warranties as applicable to the sale of this vehicle pursuant to the provisions of the Sale of Goods Act, R.S.O. 1980, C.462 and successor legislation. The purchaser hereby acknowledges that in purchasing the goods he does not rely upon the skill of the seller as to the quality or fitness for any purpose of the goods. The vendor shall not be liable for any delays or damages caused by the failure of any parts of the said merchandise.

ii. The purchaser acknowledges that any and all additional warranties supplied by the new vehicle manufacturer or the manufacturer of warranted components are contained in the attached Schedule 'B' which forms an integral part of this agreement. It is understood that the vendor offers such warranties and extended protection plans as a service to the purchaser only and upon the purchaser's request and makes no representation with respect to such service.

iii. If the herein described motor vehicle is a used motor vehicle and is being sold 'as is' and 'with all faults' without warranty, either expressed or implied, the purchaser will bear the entire expense of repairing or correcting any defects that may presently exist or that may occur in the vehicle. The vendor shall not have any responsibility for consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages with respect to any defect or malfunction or unfitness or other deficiency of this vehicle. Year, mileage, model, and specifications on all used vehicles are not guaranteed.

TITLE

i. The title and right of property in the said motor vehicle shall not pass to the purchaser until the entire purchase price is paid in full and the purchaser agrees to pay the vendor upon delivery of the said motor vehicle, in addition to the applicable amounts set out on the reverse hereof, amounts equal to all increases in federal and provincial taxes payable in respect of the vehicle or this transaction due to the imposition of new taxes or increases in applicable tax rates, between the date hereof and delivery of the vehicle to the purchaser. In the event that a financing contract cannot be arranged by reason of any default or misrepresentation by the purchaser, then the entire purchase price shall forthwith become due and payable.

TAXES, DUTY AND FOREIGN EXCHANGE

i. The Purchaser agrees to pay and federal, provincial or other taxes and duties applicable to the goods or equipment which may be in force at the time of delivery even though same may not have been in effect at the time of acceptance of this order by the Vendor and, without limitation, any tax imposed or increased by any present or future law on the sale of the goods or equipment shall be added to the amount paid. The rate of foreign exchange if applicable is indicated on the face of this form. However, due to frequent fluctuations in exchange rates, the amount will be adjusted in accordance with the rate in effect at the time of delivery.

DEFAULT IN PAYMENT

i. In the event that the purchaser shall make default in any payment due hereunder then the entire purchase price shall forthwith become due and payable and subject to the provisions of the Personal Property Security Act (P.P.S.A.). The vendor or his assignees shall have the right to repossess and resell the motor vehicle by private sale or by public auction. The purchaser shall be liable for the cost of repossession, repair and sale including the vendor's solicitor and client costs. Such repossession and sale shall not affect the vendor's right to retain all payments made thereof as liquidated damages and not as a penalty.

LIENS ON PURCHASED VEHICLE

i. The purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise to exist against said motor vehicle until the purchase price has been paid in full.

DELIVERY BY DEALER

i. The purchaser agrees to pay vendors additional carrying costs (flooring expense) from time of notifications that the vehicle(s) is ready for delivery to purchaser until full payment for such vehicle(s) is received by vendor. Partial delivery is permitted if the agreement covers more than one motor vehicle. However, risk for the goods passes when they are entrusted to purchaser or to carrier. If on delivery, vendor has not received shipping instructions or if the goods are retained for credit reasons, vendor may at its option, store or deliver the goods to a carrier for storage or transportation at the risk and expense of the purchaser. The vendor will at times use its best efforts to make delivery on or before the required date shown on the agreement, but will not be responsible for failure to deliver goods on time nor will be responsible to fill orders where prevented by any cause beyond its reasonable control. Causes beyond its reasonable control shall include but not be limited to fire, lightning, labour disputes, flood, earthquake, war, rebellion, insurrection, action of the elements, storm, total or partial failure of transportation or delivery facilities, shortages of labour, raw material or supplies, interruption of power or any act of government or military authorities. It is mutually understood and agreed that where the motor vehicle herein described, is a new motor vehicle, and the vendor is unable to make delivery within 120 days of the date of the requested date of delivery, the vendor shall forthwith notify the purchaser on expiration of the 120 day period and,

i) The agreement may be extended within five (5) days of notification by the mutual consent to be evidenced in writing or,

ii) After the five (5) day period referred to in sub (i) has expired or on express notification by either party, the agreement may be cancelled and the vendor shall forthwith return the deposit if any, without interest or penalty and the motor vehicle given as a trade-in, to the purchaser and such return shall operate as a full release of all claims. Where the motor vehicle given as a trade has been sold by the vendor, the purchaser, on cancellation shall be entitled to recover only the amount set out on the agreement as a trade-in allowance.

iii) If upon delivery of the motor vehicle or upon partial delivery if the agreement covers more than one vehicle, the motor vehicle fails to meet customer specifications as described in attached Schedule 'A', forming an integral part of this agreement, the purchaser will give the vendor a further period of one hundred and twenty (120) days to bring the motor vehicle to customer specifications. The purchaser must notify the vendor of any failure to meet specifications within five (5) days of the date of delivery or partial delivery. If this agreement covers more than one vehicle and there are additional vehicles that have not been produced at the manufacturer's facilities that are included in this agreement, the vendor reserves the right to the following remedy action if the vehicle(s) fail to meet the schedule "A" specification; (a) cancel this agreement in accordance with the provisions of subsection (ii) or b) if there is sufficient time to modify the balance of the vehicle(s) on order at the manufacturer's facilities, the purchaser agrees to pay all additional charges for the modifications to the vehicle(s) specifications including option up charges, change order charges and surplus material charges and/or any other charges assessed by the manufacturer.

TRADE-IN VEHICLE

11. The purchaser hereby covenants, warrants and guarantees with respect to any trade-in to be taken by the Vendor as part payment for the goods or equipment that (a) he/she has good and marketable title thereto, free from all liens, charges and encumbrances and has full right to transfer same; (b) the description of same herein is true and accurate in all respects, including specifications of a vehicle, its mileage and year and model applicable. It is mutually understood and agreed that any motor vehicle given in exchange or as part payment towards the purchase price of the motor vehicle sold herein shall be equipped and in the same condition, reasonable wear and tear only excepted, at the time of delivery for acceptance of the said motor vehicle as it was at the date hereon as described on the used truck/vehicle appraisal form and any repairs prior to delivery but after the date hereon shall be the sole responsibility of the purchaser. The purchaser further agrees not to cause or permit any charge, lien, or encumbrance whether possessory or otherwise to exist against said motor vehicle. If delivery of the trade-in be refused, the amount of credit which would otherwise have been allowed therefore shall be payable on or before delivery of the goods or equipment to the purchaser.

MANUFACTURER'S SUGGESTED RETAIL PRICE

12. In the event of an increase in the manufacturer's suggested retail price occurs after this agreement is signed, the increase shall be added to the original purchase price. In the event that the purchaser refuses to pay the increased or purchase price the vendor shall elect either to waive the increase or to cancel this agreement.

SPECIFICATIONS

13. The right is reserved to change at any time by way of improvement or variation, the specifications for any goods or equipment to be supplied, without the obligation to supply such new parts or equipment to any goods or equipment previously supplied.

INSURANCE

14. It is expressly agreed that the vendor is not responsible and in no way guarantees the provision of insurance coverage of any kind for the said motor vehicle, but may, if so requested, assist the purchaser in obtaining insurance coverage for the said motor vehicle. The purchaser agrees to insure and keep insured the truck for the unpaid balance owing hereunder until paid in full and to make the loss payable to the vendor as it may direct. The purchaser agrees to deliver the original of such insurance policies to the vendor.

CANCELLATIONS AND DAMAGES

15. Upon any breach of this agreement by the purchaser, the vendor may refuse to complete this agreement and retain any deposit made to it as liquidated damages and not as a penalty in addition to any other legal remedy it may have. The purchaser also agrees to pay the vendor's solicitor and client costs. Neither party shall be liable for special or consequential damages arising from any breach of the contract. Notwithstanding the generality of the foregoing the vendor shall not be liable for the loss of income, damage to vehicle attachments, trailers and cargo, legal fees and for any liability the purchaser may have in respect to any third party.

SUCCESSORS AND ASSIGNS

16. This agreement shall enure to the benefit of and be binding upon successors, heirs and administrators of the parties. The purchaser shall not assign this agreement in whole or in part without vendor's written consent.

DEALER SERVICE POLICIES

17. It is the policy of the vendor to supply the following additional services for new products sold by it though it assumes no legal obligation to do so.

18. The vehicle will be checked and adjusted and instructions given concerning its operation, lubricants and the points to be serviced at time of delivery.

19. Any repairs required within the service territory of vendor for the replacement of defective parts and faulty workmanship furnished by the manufacturer under its warranty (if any) within the Warranty Period will be performed by the vendor during the regular working period of the service department (Work performed on overtime, Saturdays, Sundays, and National Holidays will hereinafter be called premium labour). Premium labour will be performed if an emergency exists. The purchaser shall pay the difference between premium and regular rate. Supplies and consumable items such as oil, grease, fuel and filters used during the warranty period will be furnished or paid for by the purchaser.

20. Travel time, labour transportation (traveling to and from the location the location of the equipment), charges and travel expenses such as meals and sleeping accommodations apart from the labour required to replace the defective parts will be at the purchaser's expense.

21. Labour, parts and other charges furnished for repairs caused by accidents, improper adjustment, improper operation, negligence, improper maintenance and normal wear will be at the purchaser's expense.

NOTICE

22. Any notice required to be provided to the vendor in accordance with the terms of this agreement shall be in writing by way of registered mail to the vendor at the address indicated at the top of the first page of this agreement. Notice shall be deemed to have been delivered five (5) days after mailing and the purchaser must ensure that delivery takes place within all time periods specified herein.

SEVERABILITY

23. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

ENTIRE CONTRACT

24. This agreement constitutes the entire agreement between the parties except as stated in the instrument and documents to be executed and delivered, contains all the representation and warranties of the respective parties. There are no oral representations or warranties among the parties of any kind. This agreement may not be amended or modified in any respect except by written instrument signed by both parties.

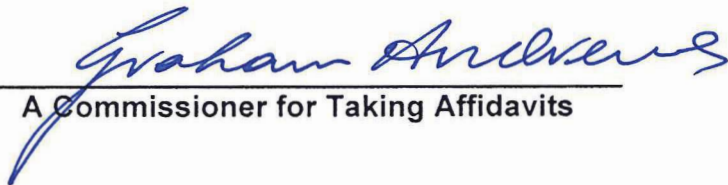
PROPER LAW

25. The parties agree that the terms on this contract shall be governed by the laws of the Province of Ontario.

QUEBEC RIDER

26. The parties hereto confirm that it is their wish that this agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue

This is Exhibit "B" to the
Affidavit of James Anthony Crespi
Sworn before me this 5th day of February, 2018


A Commissioner for Taking Affidavits

Bell Hop Express. Corp.

519-676-9918

Subject: FW: Sales Drawing - 3760 & 3761

From: David Duplain (DDuplain@cervusequipment.com)

To: bellhopinfo@yahoo.ca;

Cc: bellhopex@yahoo.ca;

Date: Thursday, April 23, 2015 3:59 PM

John/James

Please see the attached trailer layout

I understand you have requested an axle layout change

Please sign off on attached diagram and send back ASAP to help avoid any delays

Sincerely,



David DuPlain

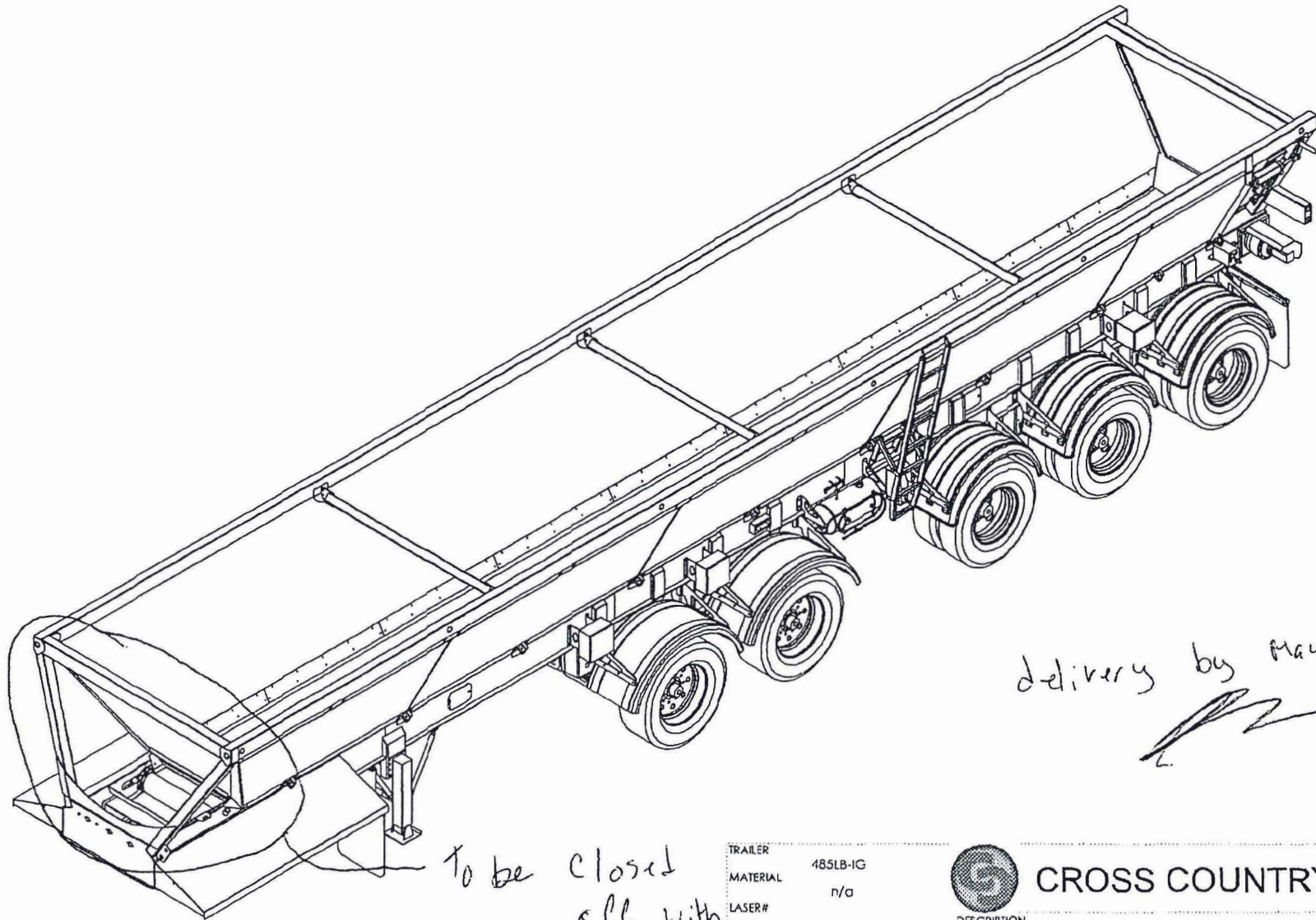
dduplain@cervusequipment.com
Territory Sales & Leasing Manager


Cervus Equipment, Transportation – Peterbilt, Whiteby
1311 Hopkins Street Whitby, Ontario L1N 2C2
T 905-665-8888 | C 416-804-5865 | F 905-665-9422 | www.cervusequipment.com

People. Power. Service.™

Powered by the world's dominant agricultural, industrial, transportation and construction brands, the Cervus Equipment name represents honesty, innovation and ingenuity. Cervus is listed on the TSX under the symbol "CYL".

If you wish to no longer receive electronic communications from Cervus, please send an email with "Unsubscribe" in the subject line to unsubscribe@cervusequipment.com and your address will be removed from our mailing lists.



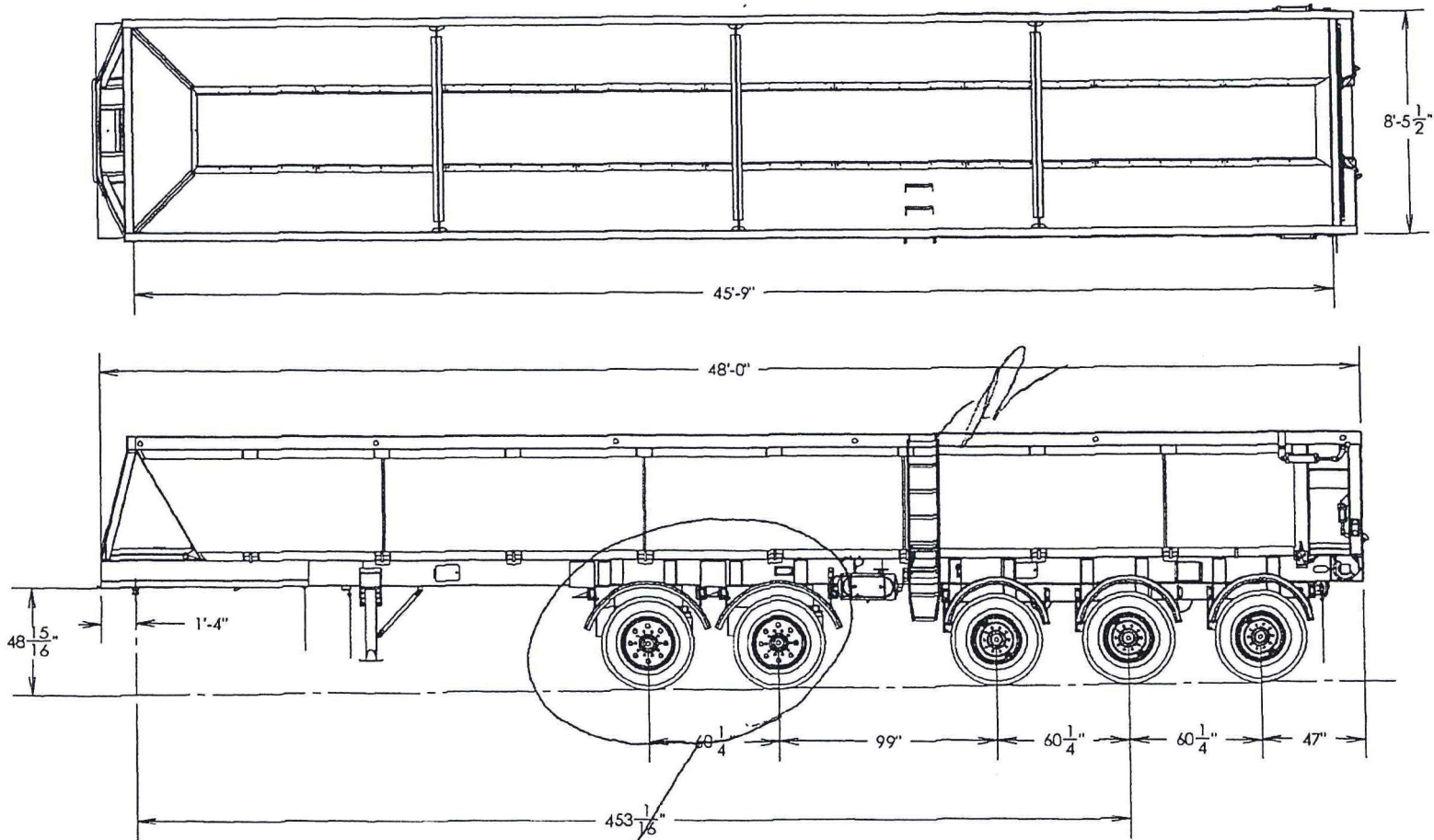
delivery by May 18/15


To be closed
 off with
 Doc!

TRAILER	485LB-IG	 CROSS COUNTRY DESCRIPTION 485LB-IG	
MATERIAL	n/a		
LASER#			
	NAME	DATE	PART #
DRAWN	Neil M.	2015/04/20	485LB-IG Sales
CHECKED	-	-	
MFG APPR.			

DIMENSIONS ARE IN INCHES
 TOLERANCES:
 FRACTIONAL ± 1/32
 ANGLE ± 1°
 TWO PLACE DECIMAL ± .015
 THREE PLACE DECIMAL ± .015
 SCALE: 1:192 REV: 0 WEIGHT-LB: 27171.283

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CROSS COUNTRY MFG. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CROSS COUNTRY MFG IS PROHIBITED.



485LB-IG
 W/385/65R22.5 COOPER RM230 WB SUPER SINGLE TIRES ON L/S AXLES
 W/11R22.5 COOPER RM230 HH DUAL TIRES ON TRIDEN AXLES

TRAILER	485LB-IG			CROSS COUNTRY
MATERIAL	n/a			
LASER#			DESCRIPTION	
	NAME	DATE	485LB-IG	
DRAWN	Neil M.	2015/04/20	DIMENSIONS ARE IN INCHES	PART #
CHECKED	-	-	TOLERANCES:	485LB-IG Sales
MFG APPR.			FRACTIONAL ± 1/32	
			ANGLE ± 1°	
			TWO PLACE DECIMAL ± .015	SCALE: 1:19
			THREE PLACE DECIMAL ± .015	REV: 0 WEIGHT-LB: 27171.283

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF CROSS COUNTRY MFG. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF CROSS COUNTRY MFG IS PROHIBITED.



Cross Country Manufacturing

418 South Railway Street
Morden MB, R6M 2G2
Ph: 204-822-9509 Fx: 204-822-9514

Revision Date: 7/8/2013

SALES ORDER

Quote# B0128

Customer:	Bell Hop	Date:	January 27, 2015
Contact:	John Crespi	Purchase Order:	
	485LB	Serial Number :	
	5 Axle Live Bottom		
	Inset Gate		
		List Price	\$114,000.00 CDN

Body Options

x 1/8" Hardox 450 (std)

Tailgate Material Options

x 10ga. Mild Steel

N/C 1 -

Sidewall Height

x 59" Sidewall (std)

N/C 1 -

Landing Gear Options

x Jost A 440 Y2 19- 30" Landing Gear

N/C 1 -

Holst / Drive Options

x Two Auburn 33:1 Planetaries with Eaton Hydraulic Motors-1033 (std)

N/C 1 -

Axle Options

-

Suspension and Axle Options

x Hendrickson HT300 Suspension with 25K Axle

N/C 3 -

-

Lift / Steer Axle Options

x IMT Steer Axle with Lift Kit (Drum Brakes)

2

x HT250TB Suspension

N/C 1 -

Axle Spacing

x Front Steer 119" From Tridem - 119", 60", 60", 84"

N/C 1 -

Hubs and Drums

x Unimount with Long Studs (std)

N/C 5 -

Sideboards

x Wood Sideboards ✖

N/C 1 -

Sideboard Options

x 2x8 Wood Boards (std)

N/C 1 -

Tires

Size

x 22.5 (std)

N/C -

Manufacturer / Model

x Cooper Roadmaster RM230HH (std)

N/C 20 -

Inner Wheels

x Accuride XP

10

Outer Wheels

x Accuride XP

10

Flaps

x Full Flap Package (4x in Front Drop Legs, 2x in Front of First Axle, 4x Bel

N/C 1 -

Tarp Options

x Elcar-Go Roll Over Tarp ✖

1

Tarp Drive Options

x Electric Kit with Manual Back up

1

Other Tarp Options

x	12" Hoops (std)	N/C	1	-
<u>Tarp Material</u>				
x	Vinyl (std)	N/C	1	-
<u>Sideboard Colour</u>				
x	Boards Red, Need Paint Code	N/C	1	-
<u>Tarp Colour</u>				
x	Tarp Custom Colour - Red *		1	
<u>Holst Colour</u>				
x	Not Available	-	1	-
<u>Frame Colour</u>				
x	Not Available	-	1	-
<u>Body Colour</u>				
x	Red, Need Paint Code *		1	
<u>Stripe Options</u>				
x	None	-	1	-
<u>Fenders</u>				
Front Fenders				
x	Aluminum Checkered Plate Fenders	N/C	8	-
Rear Fenders				
x	Red Plastic Half-Moon Fenders (std) *		5	

Aluminum Dress

<input checked="" type="checkbox"/>	Aluminum Side Wall Sheeting	N/C	1	-
		-	-	-
		-	-	-
		-	-	-

Additional Options

	Extra Ladder (On Front)	-	-	-
	Spare Tire (With White Steel Wheel)	-	-	-
	Spare Tire Carrier Only	-	-	-
<input checked="" type="checkbox"/>	Back Up Lights (On Lightbar)		1	
	Extra Light Package - Rear (+ 2 4" oval in post and 2 2" round in post)	-	-	-
	Extra Light Package - Front	-	-	-
	Extra Light Package - Both Sides	-	-	-
<input checked="" type="checkbox"/>	Back Up Alarm		1	
	Chains on Axles to Prevent Bottom Out	-	-	-
	Checker Plate Motor Covers (Steel is Standard)	-	-	-
	Grease Banks on Axles	-	-	-
	Chain Hangers	-	-	-
<input checked="" type="checkbox"/>	Calcium Sprayer		1	
	Aluminum Tool Box on Frame (18"x18"x24")	-	-	-
	Hubometer	-	-	-
	Sealed Tailgate	-	-	-
<input checked="" type="checkbox"/>	Air Lubricator and Filter		1	
<input checked="" type="checkbox"/>	FWD/Reverse Hydraulic Manifold	N/C	1	-
<input checked="" type="checkbox"/>	Stainless rivets on side sheeting	N/C	1	-
<input checked="" type="checkbox"/>	Belt Scraper	N/C	1	-
<input checked="" type="checkbox"/>	Strobe Lights	N/C	1	-
<input checked="" type="checkbox"/>	7 wire ISO Plug ILO 6 wire plug	N/C	1	-
	Spring Loaded Belt Scraper	-	-	-
		-	-	-
		-	-	-
<input checked="" type="checkbox"/>	Bell Hop Discount	\$2,000.00	1	\$2,000.00

Other:

Quote Valid for 30 Days

Freight: FOB Bleinheim

Subtotal: \$112,000.00

Total: \$112,000.00

Total Retail Price: \$112,000.00

ESTIMATED DELIVERY DATE:

CUSTOMER SIGNATURE:

DEPOSIT AMOUNT:

DEALER SIGNATURE:

I HEREBY AGREE TO BE RESPONSIBLE FOR THE FULL PAYMENT OF THE ABOVE TRAILER AT THE ABOVE PRICING AT THE TIME OF DELIVERY.


THIS IS A LEGALLY BINDING CONTRACT.

Disclaimer: The Volumes, Weights, and Delivery Dates are all approximate, and Cross Country Manufacturing is not liable in any way for actual Weights, Volumes, and Dates that may vary from the estimate.

This is Exhibit "C" to the

Affidavit of James Anthony Crespi

Sworn before me this 5th day of February, 2018


A Commissioner for Taking Affidavits



5274398 Manitoba Ltd. 418 South Railway St., Morden, MB R6M 2G2 phone 204.822.9509 fax 204.822.9514

Cross Country Mfg warrants to the original purchaser only that each new steel box and steel chassis (trailers thereafter) manufactured by Cross Country Mfg is free from defects in material and workmanship, for the following period:

5 Year – 100%, parts & labour on Cross Country structure only all other component warranty as per each manufacture

The McKoy Live Bottom drive system is warranted for a total of 1 year for parts and labor. Cross Country Mfg does not warranty the Live Bottom drive system against excessive wear or abuse.

This warranty applies only when properly maintained and used in normal service. "Normal service" means usage in the manner and for the purposes for which such goods are generally purchased and utilized and with respect to the loading, unloading and carriage of uniformly distributed legal loads of non-corrosive cargo, properly secured, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well-maintained public roads. This warranty does not cover components of the trailer as they are covered by original manufacturers' warranty (hoists, axles, wheels, tires, brakes, suspensions, ABS and other). Cross Country Mfg does not warranty Calcium Sprayers or any other parts, accessories or items custom designed or manufactured (Cross Country Mfg will pass on the warranty if the items were purchased with it).

Your sole remedy under this warranty is limited to Cross Country Mfg repairing or replacing at Cross Country Mfg factory or authorized repair station any part or parts thereof, which shall be returned on request to Cross Country Mfg, with transportation charges prepaid and which Cross Country Mfg's examination shall disclose to its satisfaction to have been defective.

Cross Country Mfg makes no warranty whatsoever in respect to tires, brake drums and other attaching equipment, or to component parts specified by the customer in place of Cross Country's published standard or optional components. Cross Country Mfg also makes no warranty for goods which are not defective but may wear out and must be replaced during the warranty period, including and without limiting the generality of the foregoing, light bulbs, paint and brake linings. No warranty of merchantability is made, and there are no warranties, which extend beyond the description of the face hereof. The warranty provisions described herein shall not apply to any trailer which shall have been repaired or altered, without the prior approval of Cross Country Mfg., in any way so as, in the judgment of Cross Country Mfg. to adversely affect its stability, reliability, or durability; neither shall the warranty provisions described apply to any trailer which has been subjected to misuse, abuse, neglect, accident or incident.

Defects in material and workmanship must be brought to the attention of Cross Country Mfg, using the Warranty Claims form, within 14 days of discovery, and any correction or repairs must be commenced within 30 days thereafter. A completed Warranty Claims form must be submitted or the claim could be denied.

On any repairs under warranty, Cross Country Mfg, must be contacted and its approval given before any work is done.

1. Cross Country Mfg will not, under any circumstances, accept warranty bills that have not received our prior authorization.
2. Cross Country Mfg will supply all warranty parts unless otherwise agreed to by Cross Country Mfg and the Purchaser.
3. Invoices covering warranty parts and/or labour that Cross Country Mfg considers excessive will be paid based on our cost of such parts and/or labour as if the work had been done at Cross Country Mfg factory.
4. Invoices submitted requesting warranty must indicate the hourly rate for labour and the labour time actually incurred.

Cross Country Mfg makes no warranties except as expressly stated herein and hereby excludes any implied warranty of merchantability or fitness for particular purpose. It is agreed that Cross Country Mfg shall not be liable for incidental or consequential damages resulting from any breach of warranty including, and without limiting the generality of the foregoing, loss of income, damage to vehicle, attachments, trucks or cargo, towing expenses, or injury to or death of persons.

This instrument constitutes the entire agreement between the Purchaser and Cross Country Mfg and the Purchaser understands and agrees that no person is authorized to make any other warranties or representations which will be binding upon Cross Country Mfg with respect to the sale of new trailers manufactured by Cross Country Mfg. This agreement is not valid unless a signed copy is received by Cross Country Mfg within 14 days of date of delivery.

Type of trailer (Model): _____ Serial # of trailer _____

Delivery date: _____ Distributor Name _____

Distributor Address: _____

Customer Name: _____ Company Name: _____

Customer Address: _____

Customer Phone # _____ Date: _____

CUSTOMER SIGNATURE: _____

This is Exhibit "D" to the
Affidavit of James Anthony Crespi
Sworn before me this 5th day of February, 2018


A Commissioner for Taking Affidavits



CROSS COUNTRY

418 SOUTH RAILWAY STREET
MORDEN, MANITOBA
R6M 2G2

PHONE: (204) 822-9509
FAX: (204) 822-9514
EMAIL: sales@ccmfg.ca

1 SOLVAY DRIVE
BLENHEIM, ONTARIO
N0P 1A0

PHONE: (519) 676-7900
FAX: (519) 676-9918

www.crosscountrytrailer.com

Cross Country Manufacturing would like to thank you for purchasing a Cross Country Trailer. We take pride in being able to supply you with a quality unit that will provide many years of trouble free service and ensure your satisfaction.

As a leading manufacturer in aggregate trailers, we are committed to quality, workmanship and consumer satisfaction. By offering a product line that includes various side dump, end dump and live bottom units, we are dedicated to building trailers that are not only suited to your needs but have been engineered with safety, durability, and overall performance in mind.

This manual is provided for the benefit of the individual operating or maintaining the trailer. It includes information on safety, operation and maintenance, as well as specific trailer components and schematics. The reference of this manual will be conducive to keeping your unit running smoothly and efficiently.



Cross Country Manufacturing

This is Exhibit "E" to the
Affidavit of James Anthony Crespi
Sworn before me this 5th day of February, 2018


A Commissioner for Taking Affidavits

Mercado

Capital Corporation

LEASE AGREEMENT

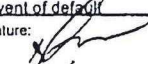
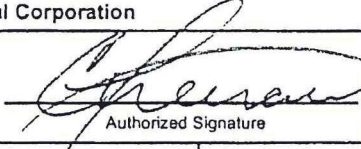
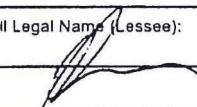
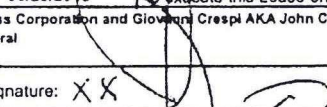
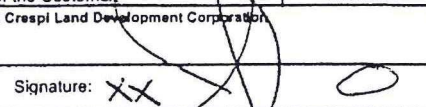
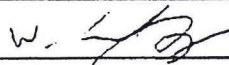
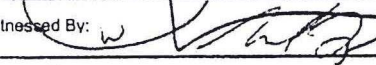
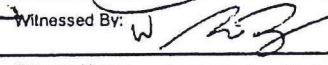
#180 Blackfoot Corporate Centre 4411 - 6 Street SE Calgary, Alberta T2G 4E8 Tel: (403) 296-0191 Fax: (403) 296-0192 GST: # 857050983

Customer Information			
Customer's Full and Legal Name (Lessee)	Bellhop Express Corporation and Giovanni Crespi AKA John Crespi and Crespi Land Development Corporation Joint and Several		Lease No. 109182-01
Contact Name / Title	James Anthony Crespi / President	Business Phone (905) 377-5040	Home Phone Fax
Customer Address	3136 Burnham Street North	City Cobourg	Province Ontario Postal Code K9A 4J7

Vendor Information	
Vendor Name	CERVUS Contractors Equipment LP / Mid-Ontario Truck Centre DBA (A Division of Mid-Ontario Diesel Limited)
Vendor Address	14566 Yellowhead Trail Edmonton, Alberta T5L 3C5 / 400 Dunlop Street West Barrie, Vendor Phone (780)448-4522 / (705)722-1122

Lease Details						
Equipment Location Address 6 Bay Street Trenton, Ontario K8V 1H1						
Equipment Description						
Age	Year	Manufacturer	Model	Description	Serial Number	
New	2016	Mack	CXU613	Highway Tractor	1M1AW21Y5GM053752	
New	2016	Cross Country	485LB	Live Bottom Trailer	2C9LSW52XGB183760	

Start Date	Term	# Pmts	Pmt Start Date	Net Rental Pmts	HST	Total Rental Pmts	Early Purchase Option
06/25/2015	61	1	06/25/2015	\$13,129.00	\$1,706.77	\$14,835.77	The end of the Term's _____ calendar month. (plus taxes)
mm/dd/yyyy		6	07/25/2015	\$7,138.15	\$927.96	\$8,066.11	Purchase Option Date The end of the Term's 61 calendar month. <input type="checkbox"/> Fair Market Value (plus taxes) <input checked="" type="checkbox"/> \$250.00 (plus taxes)
Advance		54	01/25/2016	\$4,910.65	\$638.38	\$5,549.03	
Payment Freq.	Monthly						

Lease Acceptance		Pre-Authorized Payment Plan Consent	
This Lease shall not become binding upon Lessor until accepted as follows:		I hereby authorize Lessor to debit my bank account for the purpose of paying all regularly scheduled payments and all other amounts due to Lessor under the terms of this lease, including amounts owing in the event of default.	
Lessor	Mercado Capital Corporation	Account #	Signature: 
Executed as Lessor By: 		THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AGREEMENT AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON PAGE 2 AND 3 HEREOF.	
Date of Lessor's Acceptance:	06/25/2015	Each of the undersigned affirms that they are duly authorized to execute this Lease on behalf of the Customer.	Date (mm/dd/yyyy) 06/25/2015
Customer's Full Legal Name (Lessee): Bellhop Express Corporation and Giovanni Crespi AKA John Crespi and Crespi Land Development Corporation Joint and Several			
Signature: 	Signature: 	Signature: 	
Name: James Anthony Crespi	Name: Giovanni Crespi AKA John Crespi	Name: Giovanni Crespi	
Title: President	Title: President	Title: President	
Witnessed By: 	Witnessed By: 	Witnessed By: 	
Witness Name: MICHAEL FOY	Witness Name: MICHAEL FOY	Witness Name: MICHAEL FOY	
Any changes must be initialed only by Lease Signatories			

In consideration of the covenants herein contained, including those on the reverse hereof, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Lessor and Customer agree as follows:

1. **Lease:** Lessor hereby leases to Customer, and Customer hereby leases from Lessor, the equipment described in the Lease Details, together with any parts, accessories, replacements, additions and accessories, tangible or intangible, now and hereafter relating thereto or affixed thereon (collectively the "Equipment") THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY CUSTOMER.

2. **Purchase Documents:** If Customer has not issued a purchase order or entered into an agreement with Vendor to purchase the Equipment (a "Purchase Document"), Customer hereby agrees that Lessor may do so on Lessor's own behalf. If Customer has entered into a Purchase Document, Customer represents and warrants that title to the Equipment has not passed to Customer and, at Lessor's option, Customer shall assign in Lessor its rights under the Purchase Document to purchase the Equipment and to acquire any related license of software, information and documentation (a "License"). Except for the obligation to pay Vendor for the Equipment if (and only if) this Lease commences and is accepted by Lessor, Customer shall perform, satisfy and discharge all of the purchaser's obligations under any Purchase Document and License and any assignment by Customer to Lessor pursuant to this Section shall not include such obligations. The provisions of any Purchase Document or License do not modify Customer's obligations to Lessor hereunder.

3. **Term:** This lease is for an original term (the "Term") commencing on the earlier of the Lease Commencement Date set out in the Delivery and Acceptance Certificate or, if Lessor waives a Delivery and Acceptance Certificate pursuant to Section 4, the Date of the Lessor's Acceptance set forth above and ending at the expiry of the number of complete calendar months indicated under the heading "Term" in the Lease Details.

4. **Acceptance:** Upon delivery and acceptance of the Equipment, Customer shall forthwith execute and deliver to Lessor a Delivery and Acceptance Certificate in form presented by Lessor unless Lessor, in its sole discretion, waives such execution and delivery by executing this Lease prior to the receipt of such certificate and after the delivery of the Equipment.

5. **Equipment Selection:** CUSTOMER HAS PERSONALLY SELECTED THE EQUIPMENT AND LESSOR HAS ACQUIRED THE EQUIPMENT AT CUSTOMER'S SPECIFIC REQUEST FOR THE PURPOSE OF LEASING IT HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE SUITABILITY OF THE EQUIPMENT AND ITS INSTALLATION AND DELIVERY IS CUSTOMER'S RESPONSIBILITY; THE FAILURE OF THE EQUIPMENT TO BE DELIVERED AND INSTALLED, TO OPERATE OR TO CONFORM TO CUSTOMER'S REQUIREMENTS SHALL NOT LESSEN CUSTOMER'S OBLIGATIONS HEREUNDER.

6. **Rentals:** Customer shall, without notice from or request by Lessor, pay to Lessor during the Term of this lease the total number of rental payments set forth in the Lease Details. Such rental payment shall be payable in advance to Lessor at the address indicated above (or other address notified by Lessor to Customer) as follows: first rental payment upon Customer's execution hereof and commencing after the calendar period covered by such first rental payment subsequent rental payments throughout the Term on: (A) in the case of monthly payments, the first day of the fifteenth day of each month, whichever day is closer to the date the Lease commences, or (B) in the case of payments based on any other calendar period, on the first day of each such calendar period. Any amount paid by Customer to Lessor prior to this Lease commencing which is in excess of such first rental payment shall be credited towards Customer's final rental payment in reverse order of occurrence, without interest.

RENTAL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION OR ABATEMENT AND IN NO EVENT SHALL THE FIRST RENTAL PAYMENT BE REFUNDED TO CUSTOMER.

7. **Adjustments:** The rental payment set forth above is based upon the purchase price for the Equipment and Lessor's cost of funds. If (but only if) an Estimated Purchase Price has been specified in a Financing Terms Addendum attached hereto and the final invoice from Vendor specifies a purchase price (including taxes, delivery, installation and other charges) (the "Purchase Price") that is greater or less than the Estimated Purchase Price, Customer authorizes Lessor to adjust the above rental payments to reflect the Purchase Price provided Customer receives notice of such adjustment; however, if the Purchase Price exceeds the Estimated Purchase Price by more than 10%, Lessor will notify Customer and obtain Customer's prior written approval to such adjustment (such approval not to be unreasonably withheld) and the Lease will not commence until such approval is obtained. If (but only if) a Latest Start Date is specified in a Financing Terms Addendum attached hereto and Lease for any reason commences after such Latest Start Date, this Lease shall nevertheless be binding and Customer authorizes Lessor in Lessor's sole discretion to adjust the above rental payments to reflect its cost of funds on the date this Lease commences and Lessor shall upon Lessor's request, provide Customer with a copy of the completed description. If this Lease is signed by Customer prior to Lessor having a complete description of the Equipment, Customer hereby authorizes Lessor to complete such description provided Customer receives notice of such description. Any adjustment to rental payments or completion of an Equipment description made pursuant to this Section shall be deemed to have effect from the date Customer executes this Lease; if a Financing Terms Addendum is not executed and attached hereto, Lessor may not adjust the Net Rental Payments set forth above without Customer's prior written consent.

8. **Interest on Overdue Payments:** Customer shall without notice pay interest at the rate of Three percent (3%) per annum calculated and compounded monthly and not in advance, on: (A) any past due rental payments (B) any amounts which bear interest according to this Lease and (C) any other amounts due to Lessor hereunder which are not paid on their due dates; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgment, until such arrears or other amounts are paid in full.

9. **Pre-Authorized Payments:** Customer's Bank noted above is hereby authorized and directed to (A) debit Customer's account set forth above for all payments purporting to be drawn on Customer for payment to Lessor which are presented for payment by Lessor or Lessor's agent, and (B) make all such payments to Lessor or Lessor's agent from such account; such payments may be requested in the form of magnetic or computer-produced tape in which case such Bank is hereby authorized to treat them as signed by Customer. Customer agrees, in consideration of such Bank acting on this authorization, that such institution will not be liable for any loss or damage incurred as a result of honoring this authorization. If such account is transferred to another branch, this authorization shall be directed to such other branch. This authorization may not be revoked without Lessor's consent. Lessor is hereby irrevocably authorized to deliver a copy, details or further evidence for this authorization to such Bank, Customer hereby appointing Lessor its lawful attorney for such purpose. Such authorization may only be used by Lessor in respect of payments arising under this lease, including payments arising under any Transaction Schedule to this Lease.

10. **Installation, Maintenance and Repair:** Customer shall, at its expense, be responsible for: (A) the delivery, installation, de-installation and redelivery of the Equipment and (B) the maintenance, upkeep, care, servicing and repair (including necessary replacements of parts) ("Maintenance") of the Equipment; in both cases by a party acceptable to Lessor. Customer shall at its expense keep the Equipment in good repair, condition and working order. Customer shall not without the prior written consent of Lessor make any alterations, additions or improvements to the equipment. All such alterations, additions or improvements shall be at Customer's expense and shall belong to, and become property of, Lessor immediately upon being made. On Lessor's request, Customer shall enter into a Maintenance agreement respecting the Equipment with the manufacturer thereof or other Maintenance supplier acceptable to Lessor.

11. **Use:** Customer shall use the Equipment in a careful and prudent manner and not for any unlawful purpose and shall at Customer's expense comply with and conform to all applicable laws, ordinances and regulations (including laws, ordinances and regulations concerning environmental matters) relating to the possession, use or Maintenance of the Equipment. Customer shall only use the equipment in connection with its business or in the carrying on of an enterprise and only for commercial, industrial, professional or handicraft purposes and shall not use the Equipment for any personal, family, household or farming purposes.

12. **Loss and Damage:** Customer shall, until this Lease is terminated and Customer's obligations hereunder are discharged in full (including the return of the Equipment), bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Customer. No Loss shall relieve Customer of its obligations hereunder.

13. **Title and Identification:** The Equipment is and shall at all times be and remain the sole personal and movable property of Lessor, shall not be affixed or attached to or otherwise become a fixture or accession to any lands, buildings or chattels and Customer shall have no right, title or interest in or to the Equipment except as expressly set forth herein. Customer shall not allow the equipment to become subject to any claim, privilege, lien, charge, encumbrance, levy, security interest, mortgage, pledge, hypothecation, seizure, trust, attachment, judicial process, ownership interest, license, sublease or other right in favor of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. At Lessor's request, Customer shall at Customer's expense affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates or other marks supplied by Lessor to identify the equipment as the property of Lessor.

14. **Location and Inspection:** Customer shall maintain the Equipment at the Equipment Location specified in the Lease Details and shall not move the Equipment from such location. Lessor shall have the right to inspect the Equipment and Customer's Maintenance, insurance and Tax records at any time.

15. **Net Lease: ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE, MAINTENANCE OR POSSESSION SHALL BE BORNE BY CUSTOMER, INCLUDING ALL TAXES AND ALL FEES, CHARGES, CLAIMS AND FINES INCURRED OR ARISING IN CONNECTION WITH THE REGISTRATION, LICENSING OR OPERATION OF THE EQUIPMENT.** The rental payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all expenses or outgoings of any kind or nature. If Customer fails to perform any of its obligations hereunder, Lessor may do so on Customer's behalf and shall be entitled to immediate reimbursement from Customer, without prejudice to any other Lessor's rights or remedies, and Customer appoints Lessor its lawful attorney for such purposes.

16. **Taxes:** Customer shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Customer, the Equipment or the purchase, sale, ownership, delivery, possession, use, Maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing (including sales excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or the Lease and Customer shall not make any such claim in respect thereof.

17. **Insurance:** Customer shall at its own expense, place and maintain with insurers acceptable to Lessor: (a) Comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include: (i) Lessor as additional insured, (ii) a loss payable clause in favor of Lessor as first payee, and (iii) a waiver of subrogation in favor of Lessor; and (b) General public liability and property damage insurance with limits of liability equal to at least \$1,000,000 per occurrence.

(or such greater amount as Lessor may require from time to time), and such insurance shall: (i) extend to all liabilities of Customer arising out of its use or possession of Equipment, (ii) include Lessor as additional insured, and (iii) include a cross-liability provision which insures each person insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each.

All insurance policies shall contain endorsements providing that: (A) thirty days written notice shall be given to Lessor before a policy lapses or is materially altered or cancelled; (B) coverage shall be primary and not contributory; (C) Lessor's interest as additional insured shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise, of Customer or its agents, servants or employees (such as a "standard mortgage clause"); (D) Lessor shall not be responsible for payment of any premium; and (E) Lessor may elect to have all proceeds of loss payable only itself. Customer shall, on request, supply Lessor with certified copies of all insurance policies or other evidence satisfactory to Lessor of satisfaction of these insurance covenants. In the event of damage amounting to actual or constructive total loss of the Equipment, Lessor shall be entitled to retain from all insurance proceeds an amount equal to the total amount payable to Lessor by Customer hereunder as Liquidated Damages.

18. **Failure to Insure:** If Customer fails to fulfill its insurance obligations hereunder, then, without prejudice to Lessor's other rights and remedies, Lessor shall have the right, but not the obligation, to procure insurance covering Lessor's interest (but not Customer's interest) in the Equipment, in such form and amount and with such insurers (including an insurer affiliated with Lessor) as Lessor shall determine from time to time, all at Customer's expense. Such expense (the "Insurance Expense") shall include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest rate provided herein for overdue amounts until such expense is reimbursed by Customer to Lessor. Customer shall pay the Insurance Expense to Lessor in equal installments at the same time and in the same manner as the remaining rental payments. Customer shall cooperate with Lessor's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle Lessor to act as an insurer hereunder or to arrange any insurance for the benefit of Customer. Nothing herein shall require Lessor to secure, maintain in force or renew any insurance, in any amount or upon any specific terms and conditions. Lessor reserves the right to terminate any insurance coverage which Lessor may arrange, or allow same to lapse, without incurring any liability to Customer.

19. **Representations:** Customer represents, warrants and covenants throughout the Term that: (A) if Customer is a body corporate, it is and will continue to be validly incorporated (or otherwise established, organized and in good standing); (B) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Customer, (ii) not being in conflict with any applicable law, the constituting documents, resolutions or by-laws of Customer or any indenture, instrument, agreement or undertaking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in the creation of any Encumbrance on the Equipment; (C) this Lease is and will continue to be the legal, valid and binding obligation of Customer enforceable against it and effectively against its creditors in accordance with its terms; (D) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal that could have a material adverse effect on Customer; (E) financial statements and other related information furnished by Customer to Lessor are prepared in accordance with generally accepted accounting principles and fairly present Customer's financial position on their respective dates; and (F) to evidence the foregoing Customer shall provide legal opinions, resolutions and such other documents as Lessor may reasonably request.

20. **Subleasing Etc.:** Customer shall not sublet or part with possession or control of the Equipment or permit its use by any person other than Customer or employee of Customer who are qualified and competent to operate same. Neither this Lease nor Customer's rights hereunder shall be assigned by Customer except with Lessor's prior written consent and no assignment shall release Customer from its obligations hereunder.

21. **Surrender:** At the end of the Term or any renewal thereof, if Customer has not purchased the Equipment pursuant to a Section 29 Purchase Option, Customer, at Customer's expense, shall surrender control of the Equipment to Lessor and shall: (A) after giving Lessor thirty days prior written notice, return the Equipment to Lessor at Lessor's nearest office or other place specified by Lessor; or (B) if requested by Lessor, dispose of the Equipment as Lessor reasonably directs, including disposition in a manner which will avoid any dangerous use thereof or damage or injury to any person or property therefrom. Whenever Customer is required to return the Equipment to Lessor the Equipment shall be in good repair, condition and working order and Customer shall pay all costs of Maintenance and restoration of Equipment returned to Lessor, necessary to restore it to its condition on the date this Lease commenced, normal wear and tear excepted. Customer shall, if Lessor so requests, store the Equipment at Customer's risk and expense and as Lessor's bailee for a period of up to 90 days after the end of the term; Customer shall not use the Equipment or pay rental payments for the Equipment during such period but shall otherwise be bound by all of the terms of this Lease during such period.

22. **Renewal:** If Customer fails to surrender the Equipment at the end of the Term or any renewal thereof, or to purchase the same pursuant to a Section 29 Purchase Option, Customer shall be deemed to have requested a renewal of this Lease for a period of three (3) calendar months and Lessor may, in its sole discretion: (A) demand the surrender of the Equipment in compliance with Section 21 and exercise its rights and remedies for such non-compliance or (B) accept Customer's request to renew this Lease for a three (3) month period commencing on the end of the Term or the last renewal thereof. Such acceptance may be evidenced by a written agreement signed by Lessor or by Lessor continuing to invoice Customer, withdrawing rental payments pursuant to a pre-authorized payment plan or otherwise accepting rental payments in respect of such renewal period. Customer shall continue to have all of its obligations under this Lease during any such renewal period, including the obligation to pay Lessor rental payments, as it had during the Term and all provisions of this Lease shall apply to any such renewal term.

23. **Entry:** If Customer fails to surrender the Equipment to Lessor as required under this Lease, Lessor may, without notice to Customer, resort to legal process, but subject to any applicable law, enter any premises where the Equipment is located and take possession of and remove or disable such Equipment.

24. **Indemnity:** Customer hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees and costs) whatsoever arising in connection with this Lease, the Purchase Documents, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, Loss or return of the equipment, Taxes, the recovery of claims under any insurance policy relating to the equipment, any use or operation of Equipment which infringes any patent or other industrial or intellectual property right of any person, any Default by Customer, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment pursuant to Section 23.

25. **Defaults:** Each of the following is a default by Customer (a "Default") (a) Customer fails to make any rental payment or pay any other amounts due under this Lease within 3 days after the same is due and payable; or (b) Customer fails to perform, observe or comply with any other obligation, term or condition on its part to be performed, observed or complied with hereunder; or (c) Any event of default occurs under any other lease or contract between Lessor and Customer or under any material agreement between Customer and any other person; or (d) Any representation or warranty made by Customer to Lessor in or in connection with this Lease is incorrect; or (e) The Equipment or any part thereof is subjected to an Encumbrance not caused by Lessor, Customer sells or attempts to sell or grant an Encumbrance on any part of the Equipment or the value of Lessor's interest in the Equipment is materially impaired due to Loss; or (f) Customer makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with its creditors; or (g) Any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Customer or its property; or (h) Lessor in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Customer under this Lease is or is about to be impaired or the Equipment or is about to be placed in jeopardy; or (i) Any guarantor of Customer's obligations hereunder disputes its obligation under its guarantee or seeks to determine its obligations thereunder or to terminate its guarantee of Customer's obligations or becomes subject to any of the events in clauses (b), (c), (d), (f), (g) or (h).

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26. **Effect of Default; Damages:** A loss to Lessor upon a Default is dependent in part upon the cost of the Equipment to Lessor, the Term and the minimum return expected by Lessor from the sale or re-lease of the Equipment at the end of the Term. Upon any Default and in addition to Lessor's other rights and remedies under this Lease and otherwise available at law or in equity:

(a) Customer shall pay forthwith (without notice) to Lessor as liquidated damages, and not as a penalty, an amount (the "Liquidated Damages") equal to the aggregate of: (i) Unpaid rental payments and other amounts payable hereunder unpaid as of the date of the Default. And (ii) The present value (calculated on the basis of an interest rate of six percent (6%) per annum calculated and compounded monthly) of: (A) the remaining rental payments payable from the date of Default to the end of the Term or, if applicable, any renewal thereof, and (B) amounts otherwise payable under the Lease to the end of the Term, or, if applicable, any renewal thereof, and (C) the greater of the purchase price for the Equipment pursuant to any end of Term fair market value or fixed price purchase option and the amount of any residual interest which Lessor may have in Equipment, and (i) any Enforcement Costs incurred by Lessor, and (ii) interest thereon from the date of Default until payment in full; to the extent that the Liquidated Damages are deemed to include any Taxes which Lessor is required to remit to any taxation authority the Liquidated Damages shall be increased by the amount necessary to ensure that the net amount of the Liquidated Damages retained by Lessor after remitting all applicable Taxes will be equal to the amount calculated above; (b) upon Lessor's demand, Customer at Customer's expense shall forthwith surrender control of the Equipment to Lessor pursuant to Section 21 as though the Term had expired; (c) Lessor may, immediately and without notice to Customer, or resort to legal process take possession of and remove or disable the Equipment pursuant to Section 23 as though Customer had failed to surrender such Equipment when required to do so; (d) The rights of Customer hereunder in respect of the Equipment, including the right to use and possess the Equipment, shall cease and terminate absolutely without limiting Customer's liability or obligations hereunder; and (e) Lessor may by notice in writing terminate this Lease or any other agreement Lessor may have with Customer. (f) All rights and remedies of Lessor, either under this Lease or at law or in equity or otherwise afforded to Lessor, are cumulative and not alternative. Lessor's costs and expenses incurred as a result of a Default ("Enforcement Costs") including all costs and expenses in respect of collection, legal fees, repossession, repair of Equipment, enforcement of Lessor's rights or remedies, sale or re-lease costs or other realization costs) shall be paid by Customer to Lessor forthwith upon demand, with interest accruing thereon from the date such costs and expenses were incurred until payment in full.

27. **Sale on Default:** Lessor may after a Default sell, re-lease or otherwise dispose of Equipment at public or private sale with or without notice to Customer and upon such terms and in such manner as Lessor may determine. Customer shall thereafter continue to be liable to Lessor for the amount of any deficiency between the proceeds to Lessor from such disposition and the liquidated Damages. If at any time after a Default and prior to Lessor obtaining possession of the Equipment, Customer pays to Lessor the Liquidated Damages and all applicable Taxes, title to the Equipment shall vest in Customer on an "as is, where is" basis without any condition, representation or warranty of Lessor whatsoever.

28. **Effect of Waiver:** No delay in exercising, or failure to exercise, any right or remedy accruing to Lessor under this Lease will impair or waive such right or remedy, nor will a waiver of any single Default be deemed a waiver of any other prior, subsequent or concurrent Default. Any waiver, permit, consent or approval on the part of Lessor in respect of this Lease must be in writing and shall have effect only to the extent specifically set forth in such writing.

29. **Purchase Option:** In this Section (a) "Default" means any existing Default and any event or circumstance which, with the giving of notice or the lapse of time or both, would constitute a Default; and (b) "Fair Market Value" means the delivered and installed, all-inclusive, purchase price for equipment in good repair in a sale between an arms length purchaser buying for its own use and a seller dealing in such equipment in the ordinary course of its business, as such purchase price is determined by the Lessor acting reasonably. Provided no Default exists, any Purchase Option set forth in the Lease Details may be exercised by the Customer: (i) giving Lessor written notice sixty (60) days prior to the Option Date of its election to exercise such option; and (ii) paying Lessor the Option Price, plus Taxes, at least thirty (30) days before the Option Date. After the giving of such notice and the making of such payment, provided no Default exists on the Option Date, Customer shall acquire Lessor's interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the Customer acquires such interest from Lessor free of Encumbrances caused by Lessor.

30. **Customer's Waiver:** TO THE EXTENT NOT PROHIBITED BY LAW OR STATUTE, CUSTOMER HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ALL APPLICABLE CONDITIONAL SALES, REGULATORY, CREDIT AND OTHER STATUTES AND ALL REGULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LESSOR HEREUNDER, including, without limiting the generality of the foregoing, all of Customer's rights, benefits and protections given or afforded by the provisions of The Limitation of Civil Rights Act of Saskatchewan, as amended. Customer also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for cost in the event of litigation.

31. **Lessor Warranties:** Lessor warrants that on the date this Lease commences it is the owner of the Equipment, free and clear of any Encumbrance caused by Lessor, save for Customer's rights hereunder. Except as otherwise explicitly set forth herein, but without affecting Lessor's warranties set forth in any other agreement (all of which Customer acknowledges do not affect or form part of this Lease), Lessor makes no warranty or representation whatsoever as to the durability, quality or condition of the Equipment or its suitability for Customer's purposes or as to any other matter whatsoever (including status of this Lease for tax or accounting classification purposes). No representation to Customer as to the Equipment or any other matter by the Vendor or any supplier or manufacturer of the Equipment shall in any way affect Customer's obligations under this Lease. At the request and expense of Customer and while there is no Default, Lessor will (A) assign to Customer for the Term any and all warranties, guarantees, service contracts, Licenses and representations given to Lessor by the Vendor or a manufacturer or supplier of the Equipment with respect to the Equipment ("Equipment Rights") which are assignable at law; and (B) assist Customer in receiving the benefit of such Equipment Rights. If Lessor obtains possession or control of the Equipment or if there is a Default, Customer shall be deemed to have immediately reassigned such Equipment Rights to Lessor without any further action. If Equipment is located in the Province of Quebec, Lessor hereby conveys to Customer any warranty which the Vendor or a manufacturer or supplier of such Equipment gave to Lessor. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF, BY THE INADEQUACY OF THE EQUIPMENT RIGHTS OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED.

32. **Assignment:** This Lease and all rights, remedies and benefits of Lessor hereunder may be assigned by Lessor without notice to or the consent of Customer and Customer hereby accepts such assignments and waives significance of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment: (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which would otherwise accrue to the original Lessor under this Lease; (B) the Assignee shall be deemed to be Lessor for the purpose of all such rights, remedies and benefits; (C) the Assignee shall have no obligation to Customer to perform any of the obligations of the original Lessor hereunder or otherwise in respect of the Equipment, all of which are retained by the original Lessor; and (D) Customer's rights hereunder as against the original Lessor shall be unaffected except as herein specifically provided.

Customer agrees not to assert against the Assignee any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which Customer may have against the original Lessor. Upon notice of an assignment Customer shall unconditionally pay to such Assignee all rental payments and other amounts due hereunder and shall not assert any defense against such Assignee in any action for rental payments or other amounts due and payable hereunder, except the defence of payment to the Assignee.

33. **Credit Investigation:** Subject to applicable legislation, Customer hereby consents to Lessor conducting a credit investigation of Customer and to Lessor making inquiries with financial institutions or other persons in a business relationship with Customer in connection therewith; Customer hereby authorizes and directs such persons to answer Lessor's inquiries. Customer agrees to furnish to Lessor: (A) a copy of its interim financial statements and other related information, as Lessor may request from time to time; and (B) its annual financial statements, audited if applicable, within ninety days of the end of each financial year.

34. **Security Interests:** To Secure Customer's performance of its obligations hereunder Customer grants Lessor a continuing security interest in any interest Customer has in the Equipment, in all proceeds thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by Lessor; Customer agrees that Lessor has all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Alberta) and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction. In this Lease the term "security interest" includes a movable hypothec without delivery.

35. **Fees:** Lessor shall be entitled to charge Customer such fees and other charges as it may establish from time to time for the administration of and ancillary matters to this Lease, including a fee of \$25.00 for each security registration required in connection with this Lease and such fees for invoices as Lessor may from time to time establish.

36. **Name Change, etc.:** Customer shall promptly notify Lessor in writing of: (A) any change in Customer's name; (B) any transfer, authorized or unauthorized, by Customer of any interest in or benefit from the Equipment; (C) any change, authorized or unauthorized, by Customer in the location of any Equipment; and (D) any change in the location of Customer's Head Office specified above.

37. **Information:** Customer agrees that Lessor may provide copies of this Lease and/or information concerning Customer and its obligations hereunder to any person.

38. **Additional Equipment:** Lessor and Customer may from time to time agree to lease additional equipment pursuant to these Terms & Conditions and the above Customer Information and Invoice Option and each such agreement shall be evidenced by a written schedule referencing this initial lease (a "Transaction Schedule"), signed by Customer and Lessor and setting forth the particulars of such equipment lease transaction including the matters addressed by the above Lease Details and including any amendments to the Customer Information or Terms & Conditions which are applicable to that transaction. The particulars of the initial transaction set forth in the above Lease Details shall not apply to subsequent transactions but the Terms & Conditions, Invoice Option and Customer Information of this Lease are incorporated by reference into each Transaction Schedule and shall apply mutatis mutandis to the transaction specified in such Transaction Schedule; such Customer Information, Terms & Conditions, Invoice Option and each Transaction Schedule shall constitute a separate lease and the entire agreement with respect to that transaction, shall be deemed to be a "Lease" to which these Terms & Conditions refer and shall not terminate as a result of the termination or expiry of any other Lease made pursuant to these Terms and Conditions. The terms of any Transaction Schedule evidencing a specific transaction shall prevail over these Terms & Conditions and the above Customer Information to the extent of any conflict or inconsistency but only in respect of that transaction.

39. **Entire Agreement:** This Lease (including (A) all details set forth above in the Customer Information, Lease Details and Invoice Option and in these Terms & Conditions and (B) any schedule, addendum or amendment to this Lease which is in writing, references this lease and is signed by Customer and Lessor at any time) constitutes the entire agreement between Lessor and Customer with respect to its subject matter.

40. **Applicable Law:** This Lease shall be construed according to the laws of the Province where the Equipment is located as set forth in the Lease Details.

41. **Enurement:** Subject to the terms hereof, this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.

42. **Interpretation:** Whenever the context of this Lease so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Time is of the essence of this Lease and each of its provisions. Headings are for convenience of reference only and do not affect the interpretation. Terms used in the Customer Information or Lease Details have, when used in these Terms & Conditions, unless the context otherwise requires, the meaning ascribed thereto by such use. The word "including" means "including without limitation".

43. **Notices:** Any notice required or permitted to be given hereunder must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by facsimile transmission to a party at the address indicated on the first page hereof (or at such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.

44. **Severability:** Any provision of this Lease prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this Lease; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Customer.

45. **Further Assurances:** Customer agrees to do all things and execute or obtain all documents as may be required by Lessor in order to give effect to or better evidence this Lease including the execution of financing statements or other documents to effect security registrations to protect Lessor's interests, any acknowledgements required by any Assignee and any waivers or subordinations from Customer's landlords or creditors.

46. **Language:** The parties hereby acknowledge that they have entered into this contract, and all other agreements and notices required or permitted to be required into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis a être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.

47. **Survival:** Notwithstanding any other sections hereof, all obligations of Customer under sections 2.8, 10, 12, 13, 15, 16, 19, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 34 and 35 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all rental payments and other amounts payable by Customer hereunder.

48. **Joint and Several Liability:** If more than one person executed this Lease, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.

49. **Receipt of Copy, etc.:** Customer acknowledges receipt of a true copy of this Lease and waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing charge statements, verification statements or copies of other notices or filings made by Lessor at any time in connection with this Lease, or schedule thereto, any amendment thereof or any Transaction Schedule.

Initial here: [Signature] Initial here: [Signature] Initial here: [Signature]

Page 3 of 3

Mercado

Capital Corporation

S.C.F. No. 1 - LESSEE'S INSURANCE UNDERTAKING
 This undertaking forms part of
 LEASE CONTRACT NO 109182-01

#180 Blackfoot Corporate Centre 4411 - 6 Street SE Calgary, Alberta T2G 4E8 Tel: (403) 296-0191 Fax: (403) 296-0192

INSURANCE

NAME: Bellhop Express Corporation
 ADDRESS: 3136 Burnham Street North
 Cobourg, Ontario K9A4J7

EQUIPMENT COVERED BY THIS CERTIFICATE

Age	Year	Manufacturer	Model	Description	Serial Number
New	2016	Mack	CXU613	Highway Tractor	1M1AW21Y5GM053752
New	2016	Cross Country	485LB	Live Bottom Trailer	2C9LSW52XGB183760

During the term of the lease contract commencing 06/25/2015 (mm/dd/yy) with a term of 61 months and any extension thereof, whereby I/we, the Lessee(s) of the above equipment, owned by Mercado Capital Corporation (hereinafter called the Lessor), agree to cause Mercado Capital Corporation to be named as Additional Insured and First Loss Payee in the applicable policies described below.

IF the above equipment is subject to a Standard Automobile Policy (Owner's Form), I/we the Lessee(s) agree to effect and maintain such policy per the terms above including a S.E.F. No. 5a - Permission to Rent or Lease Endorsement (specified Lessee including modified application - separate policy) in the name of the Lessor with respect to the above described equipment for the following perils, limits and amounts.

INSURED AGREEMENTS		PERILS	LIMITS AND AMOUNTS
SECTION A THIRD PARTY LIABILITY		LEGAL LIABILITY FOR BODY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO THE PROPERTY.	\$2,000,000 (EXCLUSIVE OF COST AND POST JUDGEMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT. \$5,000,000 environmental liability (if applicable)
SECTION B ACCIDENT BENEFITS	SUB. SEC. 1.	PAYMENT FOR DEATH OR BODILY INJURY	\$ AS STATED IN SECTION B OF THE POLICY OR EACH PERSON
	2.		AS STATED IN SECTION B OF THE POLICY OR PRINCIPLE MAX. WEEKLY BENEFIT \$
	3.	UNINSURED MOTORIST	AS STATED IN SECTION B OF THE POLICY
SECTION C LOSS OF OR DAMAGE TO OWNED AUTOMOBILES	SUB. SEC. 1.	ALL PERILS	\$5000 } AMOUNT DEDUCTIBLE ON EACH SEPARATE CLAIM EXCEPT FOR LOSS OR DAMAGE BY FIRE OR LIGHTENING OR THEFT OF THE ENTIRE AUTOMOBILE.
	2.	COLLISION OR UPSET	
	3.	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	
	4.	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	
ENDORSEMENTS			

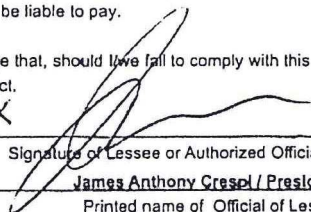
I/we agree to deliver or cause to be delivered to the Lessor, within the 30-day period immediately following the date of the delivery of the above stated Equipment to me/us, such insurance policy and any endorsements and certificates applicable thereto.


I/we agree to deliver or cause to be delivered to the Lessor, within the 15-day period immediately following the expiry or termination date of such policy, written evidence of the renewal or replacement of such policy.

I/we agree and acknowledge that, should I/we fail to comply with this Lessee's Insurance Undertaking, I/we shall reimburse the Lessor for all amounts they would not otherwise be liable to pay.

I/we further agree and acknowledge that, should I/we fail to comply with this Lessee's Insurance Undertaking, I/we will be in default per the terms and conditions of the Lease contract.

Date: 06/25/2015

X

 Signature of Lessee or Authorized Official of Lessee
James Anthony Crespi / President
 Printed name of Official of Lessee


 Signature of Witness
M. C. F. F. F.
 Printed name of Witness