THIS AMALGAMATION AGREEMENT is made as of the 13th day of June, 2016.

AMONG:

LATERAL GOLD CORP., a corporation incorporated under the laws of the Province of British Columbia,

(**"Lateral"**)

- and -

CANHAUL INTERNATIONAL CORP., a corporation incorporated under the laws of the Province of Alberta,

(**"CANHaul"**)

- and -

1973460 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta,

(**"AcquisitionCo"**)

WHEREAS:

A. Lateral and CANHaul have executed the Letter of Intent (as defined herein) providing for a business combination transaction which will result in a reverse take-over of Lateral by the CANHaul Shareholders (as defined herein) (the **"Transaction"**).

B. In order to facilitate the completion of the transactions contemplated in the Letter of Intent, CANHaul and AcquisitionCo have agreed to amalgamate pursuant to Section 181 of the ABCA (as defined herein).

C. AcquisitionCo is a wholly-owned Subsidiary of Lateral which was incorporated under the ABCA for the purposes of completing the Amalgamation (as defined herein).

D. The authorized capital of CANHaul consists of an unlimited number of CANHaul Class A Shares (as defined herein) and CANHaul Class B Shares (as defined herein) (collectively, the **"CANHaul Shares"**) of which, as at the date hereof, 10,789,987 CANHaul Shares were issued and outstanding.

E. The authorized capital of AcquisitionCo consists of an unlimited number of common shares (the **"AcquisitionCo Shares"**) of which, as at the date hereof, one AcquisitionCo Share was issued and outstanding.

F. The authorized capital of Lateral consists of an unlimited number of common shares (the **"Lateral Shares"**) of which, as at the date hereof, 10,190,964 Lateral Shares were issued and outstanding.

G. The Lateral Shares are listed on the TSX Venture Exchange (the **"TSXV"**).

H. All of the directors and officers of Lateral and each Lateral Shareholder (as defined herein) holding greater than 10% of the Lateral Shares have entered into Lateral Support Agreements (as defined herein) with CANHaul whereby such Persons agree to, among other things, support the approval of the Amalgamation, subject to any fiduciary duties to which any director or officer may be subject.

I. All of the directors and officers of CANHaul and each CANHaul Shareholder (as defined herein) holding greater than 10% of the CANHaul Shares have entered into CANHaul Support Agreements (as defined herein) with Lateral whereby such Persons agree to, among other things, support the approval of the Amalgamation, subject to any fiduciary duties to which any director or officer may be subject.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATIONS

1.1 Definitions

In this Agreement and in the Schedules attached hereto and forming part hereof, unless otherwise defined, capitalized terms shall have the following meanings:

(a) **"1933 Act"** means the United States *Securities Act of 1933,* as amended.

(b) **"ABCA"** means the *Business Corporations Act* (Alberta) S.A. 2000 c.B-9, as from time to time amended or re-enacted and including any regulations heretofore or hereafter made pursuant thereto.

(c) **"AB Registrar"** means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under Section 263 of the ABCA.

(d) **"AcquisitionCo"** means 1973460 Alberta Ltd. a wholly-owned Subsidiary of Lateral incorporated under the ABCA for the purpose of carrying out the Amalgamation.

(e) **"AcquisitionCo Shareholders"** at any time means the registered holders of the outstanding AcquisitionCo Shares at such time.

(f) **"AcquisitionCo Shares"** has the meaning ascribed thereto in the recitals to this Agreement.

(g) **"Affiliate"** has the meaning ascribed thereto in the ABCA.

(h) **"Agents"** means, collectively, Canaccord Genuity Corp., Echelon Wealth Partners Inc., and such other agents as may be retained in connection with the Offering.

(i) **"Agreement"** or **"Amalgamation Agreement"** means this amalgamation agreement including the recitals, exhibits and schedules hereto, as the same may be supplemented or amended from time to time.

(j) **"Alternative Transaction Proposal"** means, other than the Transaction, any *bona fide* offer, proposal or inquiry made with respect to a Party (the **"Subject Party"**) by any person other than another Party (or any affiliate of such Party) with respect to:

   (i) any take-over bid, exchange offer, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding-up, or exclusive license involving the Subject Party;

   (ii) any acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), direct or indirect, in a single transaction or a series of related transactions, of all or a significant portion of the assets of, or more than 20% of any class of the share capital, voting securities or other equity interests in, the Subject Party;

   (iii) any other similar transaction or series of transactions involving the Subject Party; or

   (iv) any other transaction, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by this Agreement, or which could reasonably be expected to materially reduce the benefits to another Party to this Agreement;

provided however that, except for the purposes of Section 7.3, the term "Alternative Transaction Proposal" does not include any *bona fide* offer, proposal or inquiry made with respect to a potential transaction between CANHaul and a third party which is not a reverse takeover by CANHaul of such third party or an initial public offering of CANHaul.

(k) **"Amalco"** means the corporation resulting from the Amalgamation.

(l) **"Amalco Common Shares"** means the common shares in the capital of Amalco.

(m) **"Amalgamation"** means the amalgamation of AcquisitionCo and CANHaul under the provisions of section 181 of the ABCA on the terms and conditions set forth herein.

(n) **"Amalgamation Resolution"** means the special resolution of the CANHaul Shareholders and AcquisitionCo Shareholders, as applicable, approving the Amalgamation and the Amalgamation Agreement.

(o) **"Applicable Securities Laws"** means, collectively, the applicable securities laws of each of the provinces of Canada, the respective regulations, rules and orders made and forms prescribed thereunder together with all applicable published rules, policy statements, blanket orders and rulings of the securities commissions in such provinces.

(p) **"Articles of Amalgamation"** means the articles of amalgamation giving effect to the Amalgamation in the form of the articles of amalgamation attached to this Agreement as Exhibit 1.

(q) **"BCBCA"** means the *Business Corporations Act* (British Columbia) S.B.C. 2002 c.57, as from time to time amended or re-enacted and including any regulations heretofore or hereafter made pursuant thereto.

(r) **"BC Registrar"** means the Registrar of Companies appointed under Section 400 of the BCBCA.

(s) **"Bonus Condition"** means CANHaul, prior to the Effective Date, having converted a large enterprise opportunity into a customer with a binding contract evidencing revenue of not less than (i) **$[REDACTED –financial information]** for the first year after the execution of such contract and (ii) an aggregate of **$[REDACTED –financial information]** for the second and third years after the execution of such contract.

(t) **"Bonus Lateral Shares"** means 950,000 post-Consolidation Lateral Shares to be issued to the CANHaul Shareholders (existing immediately prior to the Effective Time), on a *pro rata* basis, if the Bonus Conditions are satisfied.

(u) **"Business Day"** means any day other than a Saturday, a Sunday or a statutory holiday in Calgary, Alberta or Vancouver, British Columbia.

(v) **"CANHaul Board"** means the board of directors of CANHaul.

(w) "**CANHaul Bridge Financing**" means the non-brokered private placement of CANHaul Preferred Shares for aggregate gross proceeds of $994,130 completed prior to the date of this Agreement, together with up to an additional $580,870 to be completed on or before June 24, 2016.

(x) **"CANHaul Class A Shares"** means the class A common shares in the capital of CANHaul.

(y) **"CANHaul Class B Shares"** means the class B common shares in the capital of CANHaul.

(z) **"CANHaul Convertible Debentures"** means the principal amount of $175,000 of outstanding convertible debentures of CANHaul convertible into an aggregate of 262,500 CANHaul Class B Shares.

(aa) **"CANHaul Debt Restructuring"** means the replacement or extension of existing indebtedness, other than the CANHaul Convertible Debentures and the CANHaul Promissory Notes, with indebtedness having a term of not less than 12 months.

(bb) **"CANHaul Financial Statements"** means collectively: (i) the unaudited interim financial statements of CANHaul as at and for the nine months ended March 31, 2016 with comparative statements to March 31, 2015; and (ii) the audited financial statements of CANHaul as at and for the year ended June 30, 2015.

(cc) **"CANHaul Letter of Transmittal"** means the letter of transmittal to be used by holders of CANHaul Shares for the purpose of surrendering certificates representing the CANHaul Shares and exchanging them for certificates representing the Lateral Shares.

(dd) **"CANHaul Material Contract"** has the meaning ascribed thereto in Section 4.1(u).

(ee) **"CANHaul Meeting"** means the annual and special meeting of shareholders of CANHaul to be held for the purpose of, among other things, considering and, if thought fit, approving the Amalgamation Resolution.

(ff) **"CANHaul Options"** means options to acquire CANHaul Class B Shares issued and outstanding as of the date hereof.

(gg) "**CANHaul Preferred Shares**" means the Class L Series A Preferred Shares in the capital of CANHaul.

(hh) "**CANHaul Promissory Notes**" means the $130,000 principal amount of promissory notes of CANHaul outstanding as of the date of this Agreement.

(ii) **"CANHaul RSUs"** means the restricted stock units of CANHaul issued pursuant to the CANHaul RSU Plan.

(jj) **"CANHaul RSU Plan"** means the restricted stock unit plan of CANHaul dated effective June 18, 2015.

(kk) **"CANHaul Shareholders"** at any time means the registered holders of the outstanding CANHaul Shares at such time.

(ll) **"CANHaul Shares"** has the meaning ascribed thereto in the recitals to this Agreement.

(mm) **"CANHaul Support Agreements"** means the support agreements signed by each of the directors and officers of CANHaul and each CANHaul Shareholder holding greater than 10% of the CANHaul Shares delivered to Lateral on or prior to the date hereof.

(nn) **"CANHaul Warrants"** means warrants to acquire CANHaul Class B Shares issued and outstanding as of the date hereof.

(oo) **"CANTelematics"** means CANTelematics Inc., a wholly-owned Subsidiary of CANHaul.

(pp) **"Capital Markets Engagement Agreement"** means the agreement between Lateral and a capital markets advisory firm providing for certain advisory services to be entered into on the Effective Date, in form and substance satisfactory to CANHaul and Lateral, acting reasonably.

(qq) **"Certificate of Amalgamation"** means the certificate of amalgamation to be issued by the AB Registrar to CANHaul and AcquisitionCo pursuant to subsection 185(4) of the ABCA giving effect to the Amalgamation.

(rr) **"Certificate of Continuance"** means the certificate of continuance to be issued by the AB Registrar to Lateral pursuant to subsection 188(4) of the ABCA giving effect to the Continuance.

(ss) **"Confidentiality Agreement"** means the confidentiality agreement between Lateral and CANHaul dated March 16, 2016.

(tt) **"Consolidation"** means the consolidation of the Lateral Shares on the basis of one post-Consolidation Lateral Share for each four issued and outstanding pre-Consolidation Lateral Shares.

(uu) **"Constating Documents"** means the articles, the articles of incorporation, the articles of continuance or the articles of amalgamation pursuant to which a corporation is incorporated, continued or amalgamated, as the case may be, together with the any amendments thereto, and the by-laws of such corporation and any shareholders' agreement which has been executed by such corporation and which governs in whole or in part such corporation's affairs.

(vv) **"Continuance"** means the continuance of Lateral from the BCBCA to the ABCA.

(ww) **"Continuance Resolution"** means a special resolution of the Lateral Shareholders to be passed at the Lateral Meeting authorizing the Continuance.

(xx) **"Director Resolution"** means the ordinary resolution of the Lateral Shareholders to be passed at the Lateral Meeting appointing the New Board Nominees to the Lateral Board effective as of the Effective Time.

(yy) **"Effective Date"** means the date shown on the Certificate of Amalgamation.

(zz) **"Effective Time"** means 12:01 a.m. (Calgary time) on the Effective Date.

(aaa) **"Encumbrance"** includes any material mortgage, charge, pledge, hypothecation, security interest, lien, easement, right-of-way, encroachment, covenant, condition, right of entry, lease, licence, assignment, option or claim or any other material encumbrance, charge or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise).

(bbb) **"Engagement Letter"** means the engagement letter dated May 3, 2016 between Lateral, CANHaul and the Agents with respect to the Offering.

(ccc) **"Final Exchange Bulletin"** means the TSXV Bulletin which is issued following the closing of the Amalgamation and the submission of all documentation required by the TSXV evidencing final acceptance of the TSXV of the Transaction.

(ddd) **"Governmental Authority"** means any federal, provincial, state, municipal, county or regional governmental or quasi-governmental authority, domestic or foreign, and includes any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof.

(eee) **"IFRS"** means International Financial Reporting Standards from time to time approved by the Chartered Professional Accountants of Canada, or any successor thereto.

(fff) **"Information Circular"** means the notice of meeting and joint information circular of Lateral and CANHaul to be sent by Lateral and CANHaul to their respective shareholders in connection with the Lateral Meeting and the CANHaul Meeting, respectively.

(ggg) **"Investor Relations Activities"** has the meaning ascribed to such term under the policies of the TSXV.

(hhh) **"ITA"** means the *Income Tax Act* (Canada).

(iii) **"Lateral Board"** means the board of directors of Lateral.

(jjj) **"Lateral Disclosure Documents"** means all of the documents filed by Lateral and available under the profile of Lateral on SEDAR on or after June 13, 2013.

(kkk) **"Lateral Financial Statements"** means collectively (i) the unaudited interim financial statements of Lateral as at and for the nine months ended March 31, 2016 with comparative statement to the nine months ended March 31, 2015; and (ii) the audited financial statements of Lateral as at and for the fiscal year ended June 30, 2015.

(lll) **"Lateral Material Contract"** has the meaning ascribed thereto in Section 4.2(w).

(mmm) **"Lateral Meeting"** means the annual and special meeting of shareholders of Lateral to be held for the purpose of, among other things, considering and, if thought fit, approving: (i) the Continuance Resolution; (ii) the New Option Plan Resolution; (iii) the Director Resolution; and (iv) if required, the Transaction Resolution.

(nnn) **"Lateral Options"** means options to acquire Lateral Shares.

(ooo) **"Lateral Option Plan"** means the currently existing stock option plan of Lateral.

(ppp) **"Lateral Properties"** means any properties owned, leased or occupied by Lateral.

(qqq) **"Lateral RSUs"** means the restricted stock units of Lateral to be issued pursuant to the Lateral RSU Plan.

(rrr) **"Lateral RSU Plan"** means the Lateral restricted stock unit plan to be adopted by Lateral, subject to the approval of the Lateral Shareholders at the Lateral Meeting and the approval of the TSXV, in form and substance satisfactory to CANHaul and Lateral, acting reasonably.

(sss) **"Lateral RSU Plan Resolution"** means an ordinary resolution of the Lateral Shareholders to be passed at the Lateral Meeting approving the Lateral RSU Plan.

(ttt) **"Lateral Shareholders"** at any time means the registered holders of outstanding Lateral Shares at such time.

(uuu) **"Lateral Shares"** has the meaning ascribed thereto in the recitals to this Agreement.

(vvv) **"Lateral Support Agreement"** means the support agreements signed by each of the directors and officers of Lateral and each Lateral Shareholder holding greater than 10% of the Lateral Shares delivered to CANHaul on or prior to the date hereof.

(www) **"Lateral Warrants"** means warrants to acquire Lateral Shares.

(xxx) **"Letter of Intent"** means the letter of intent dated April 29, 2016 between Lateral and CANHaul, as amended in writing prior to the date hereof.

(yyy) **"Material Adverse Effect"** means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business, assets, liabilities, results of operations or financial condition of the applicable Party and its Subsidiaries on a consolidated basis, except any change, effect, event, occurrence or state of facts resulting from or relating to:

(i) in the case of CANHaul, any change in the telematics or location based connectivity industry generally;

(ii) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable Party of its plans or intentions with respect to the other Party and/or any of its Subsidiaries;

(iii) changes in economic conditions or financial markets globally or in any country or region, including changes in interest rates, currency or exchange rates or credit markets;

(iv) the failure of any Party to meet any projections, forecasts, budgets, estimates or milestones with respect to revenues, earnings or otherwise;

(v) any action, suit, investigation or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby;

(vi) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, sabotage or acts of terrorism;

(vii) any change in applicable laws or in the interpretation thereof by any Governmental Authority;

(viii) any change in IFRS or the interpretation thereof; or

(ix) any natural disaster.

(zzz) **"Name Change Resolution"** means a directors' resolution of the Lateral Board authorizing the amendment of the articles of incorporation of Lateral to change the name of Lateral to "Trakopolis IoT Corp.".

(aaaa) **"New Board Nominees"** means Paul Cataford, Brent Moore, Cameron Olson, Frank Turner, Gilbert Sonnenberg, Anthony Dutton and Chris Burchell.

(bbbb) **"New Option Plan"** means the new "rolling" stock option plan to be adopted by Lateral, subject to the approval of the Lateral Shareholders at the Lateral Meeting and the approval of the TSXV, in form and substance satisfactory to CANHaul and Lateral, acting reasonably.

(cccc) **"New Option Plan Resolution"** means an ordinary resolution of the Lateral Shareholders to be passed at the Lateral Meeting approving the New Option Plan.

(dddd) **"Offering"** means the offering by Lateral of Subscription Receipts for gross proceeds of $5 million or such other amount as may be agreed to between Lateral, CANHaul and the Agents, on the terms set forth in the Engagement Letter.

(eeee) **"Offering Price"** means the offering price of $1.05 per Subscription Receipt, or such other price as may be agreed to between CANHaul and Lateral.

(ffff) **"Outside Date"** means October 15, 2016.

(gggg) **"Party"** means, as the context requires, any of Lateral, CANHaul or AcquisitionCo.

(hhhh) **"Parties"** means, Lateral, CANHaul and AcquisitionCo.

(iiii) **"Performance Securities"** means up to 1,800,000 convertible securities of Lateral, issued on a post-Consolidation basis and consisting of:

(i) 750,000 convertible securities, with each such security being convertible into one post-Consolidation Lateral Share if Lateral achieves a minimum of $**[REDACTED – financial information]** in cumulative revenue commencing on the Effective Date;

(ii) 750,000 convertible securities, with each such security being convertible into one post-Consolidation Lateral Share if Lateral achieves a minimum of $**[REDACTED – financial information]** in cumulative revenue commencing on the Effective Date; and

(iii) 300,000 convertible securities, with each such security being convertible into one post-Consolidation Lateral Share if Lateral achieves a minimum of $**[REDACTED – financial information]** in revenue in any one fiscal year for fiscal years beginning on or after July 1, 2017.

(jjjj) **"Person"** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof.

(kkkk) **"Registrar and Transfer Agent"** means Computershare Trust Company of Canada, and any other Person which may be appointed as registrar and transfer agent of Lateral from time to time, subject to the approval of CANHaul.

(llll) **"Regulation D"** means Regulation D adopted by the SEC under the 1933 Act.

(mmmm) **"Regulation S"** means Regulation S adopted by the SEC under the 1933 Act.

(nnnn) **"Representatives"** means the directors, officers, employees, agents or advisors (including, without limitation, lawyers, accountants, consultants, bankers and financial advisors) of a Party and any Affiliates of a Party.

(oooo) **"SEC"** means the United States Securities and Exchange Commission.

(pppp) **"Securities Act"** means the *Securities Act* (Alberta) S.A. 2000 c.S-4, as from time to time amended or re-enacted and including any regulations heretofore or hereafter made pursuant thereto.

(qqqq) **"Share Consolidation Resolution"** means a directors' resolution of the Lateral Board authorizing the amendment of the articles of incorporation of Lateral to consolidate the Lateral Shares on the basis of one post-Consolidation Lateral Share for each four issued and outstanding pre-Consolidation Lateral Shares.

(rrrr) **"Subscription Receipts"** means the subscription receipts offered in the Offering at the Offering Price with each Subscription Receipt being exchangeable for one post-Consolidation Lateral Share immediately prior to the closing of the Amalgamation for no additional consideration.

(ssss) **"Subsidiary"** has the meaning ascribed thereto in the Securities Act.

(tttt) **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, goods and services taxes, harmonized sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority and any instalments in respect thereof, together with any tax indemnity obligation , interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not and **"Tax"** means any such Taxes.

(uuuu) **"Tax Returns"** means all returns, reports, declarations, elections, notices, filings, information returns, and statements in respect of Taxes that are required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

(vvvv) **"Termination Date"** has the meaning ascribed thereto in Section 7.2(a) hereof.

(wwww) **"Transaction Resolution"** means the ordinary resolution of the Lateral Shareholders to be passed at the Lateral Meeting, if required, approving the transactions contemplated by this Agreement.

(xxxx) **"TSXV"** has the meaning ascribed thereto in the recitals to this Agreement.

(yyyy) **"TSXV Escrow Agreement"** means the escrow agreement to be entered into among the Lateral Registrar and Transfer Agent and certain principals of CANHaul and Lateral in compliance with the requirements of the TSXV, with the securities subject to such agreement to be released in accordance with the prescribed policies of the TSXV.

(zzzz) **"United States"** or **"U.S."** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

(aaaaa) **"Voluntary Lock-Up Agreement"** means a contractual lock-up agreement, in form and substance satisfactory to Lateral and CANHaul, each acting reasonably, whereby the Lateral Shares held by certain key employees of CANHaul or Amalco on the Effective Date will be subject to an escrow period of three years following the Effective Date with six equal releases on the 6th, 12th, 18th, 24th, 30th and 36th month after the Effective Date.

Words and phrases used herein that are defined in the Act shall have the same meaning herein as in the Act unless the context otherwise requires.

1.2 Knowledge

For purposes of any representation or warranty of CANHaul, on the one hand, Lateral, on the other hand, contained in this Agreement that is expressly qualified by reference to the knowledge of such Party, or is otherwise expressed to be limited to matters known to one or more of such Persons, "knowledge" and the phrase "to the knowledge", as the case may be, and similar expressions shall mean and be interpreted, with respect to a Party, as being the actual knowledge, information and belief, having made due inquiry of (a) Brent Moore and Richard Clarke with respect to CANHaul; and (b) John Veltheer and Alex Helmel with respect to Lateral and AcquisitionCo.

1.3 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.4 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders.

1.6 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.7 Statutory References

Any reference in this Agreement to a statute includes all regulations made thereunder, all amendments to such statute in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.8 Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof, including, without limitation, the Letter of Intent; provided however that the Confidentiality Agreement shall remain in full force and effect.

There are no representations, warranties, covenants or conditions with respect to the subject matter of this Agreement except as contained in this Agreement.

1.9 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

1.10 Time

Unless otherwise indicated, all times expressed herein are local time, Calgary, Alberta.

1.11 Accounting Principles

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with, IFRS.

1.12 Exhibits and Schedules

The following exhibits, schedules and appendices attached hereto are deemed to be incorporated into and form part of this Agreement:

<u>Exhibits</u>	
Exhibit 1	Articles of Amalgamation
<u>Schedules</u>	
Schedule 2.3	Securities on Amalgamation
Schedule 4.1(e)	CANHaul Capitalization
Schedule 4.1(f)	CANHaul Rights
Schedule 4.1(u)	CANHaul Material Contracts
Schedule 4.1(x)	CANHaul Consents, Approvals or Filings
Schedule 4.1(y)	CANHaul Employment Agreements
Schedule 4.2(e)	Lateral Capitalization
Schedule 4.2(f)	Lateral Rights
Schedule 4.2(w)	Lateral Material Contracts
Schedule 4.2(z)	Lateral Consents, Approvals or Filings
Schedule 6.2(e)	CANHaul Bridge Financing Use of Proceeds

ARTICLE 2
THE AMALGAMATION

2.1 Amalgamation

If the requisite approval of CANHaul Shareholders and Lateral Shareholders are obtained and the conditions set forth in sections 6.1, 6.2, and 6.3 have been satisfied, waived or released, CANHaul and AcquisitionCo shall, as soon as reasonably practicable thereafter, subject to the satisfaction, waiver or release of the conditions in sections 6.1, 6.2, and 6.3, as required, file, pursuant to subsection 185(1) of the ABCA in accordance with the provisions hereof, the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation.

2.2 Effect of Amalgamation

At the Effective Time:

(a) AcquisitionCo and CANHaul will be amalgamated and continue as one corporation under the terms and conditions prescribed in this Amalgamation Agreement;

(b) the property of each of AcquisitionCo and CANHaul will continue to be the property of Amalco;

(c) Amalco will continue to be liable for the obligations of each of AcquisitionCo and CANHaul;

(d) an existing cause of action, claim or liability to prosecution is unaffected;

(e) a civil, criminal or administrative action or proceeding pending by or against either AcquisitionCo or CANHaul may be continued to be prosecuted by or against Amalco;

(f) a conviction against, or ruling, order or judgment in favour of or against, AcquisitionCo or CANHaul may be enforced by or against Amalco; and

(g) the Articles of Amalgamation are deemed to be the articles of incorporation of AcquisitionCo and the Certificate of Amalgamation is deemed to be the certificate of incorporation of Amalco.

2.3 Manner of Conversion of Issued Securities

At the Effective Time, and in consequence of the Amalgamation:

(a) each CANHaul Share outstanding immediately prior to the Effective Time shall be exchanged for one fully-paid and non-assessable post-Consolidation Lateral Share and, if the Bonus Condition has been satisfied, the *pro rata* portion of the Bonus Lateral Shares;

(b) each CANHaul Option outstanding immediately prior to the Effective Time shall be continued into/replaced with Lateral Options as set forth in Schedule 2.3 in accordance with section 7(1.4) of the ITA;

(c) each CANHaul Warrant outstanding immediately prior to the Effective Time shall be continued into/replaced with one Lateral Warrant as set forth in Schedule 2.3;

(d) each CANHaul RSU outstanding immediately prior to the Effective time shall be continued into/replaced with one Lateral RSU as set forth in Schedule 2.3, or an analogous arrangement with respect to the CANHaul RSUs will be effected;

(e) each CANHaul Convertible debenture outstanding immediately prior to the Effective time will represent an obligation of Amalco, payable by Amalco or exerciseable for Lateral Shares as set forth in Schedule 2.3; and

(f) as consideration for the issuance of Lateral Shares pursuant to the Amalgamation, Amalco shall issue to Lateral one Amalco Common Share for each Lateral Share issued.

2.4 Certificates

At the Effective Time:

(a) the registered holders of pre-Consolidation Lateral Shares shall cease to be holders of such shares and shall be deemed to be registered holders of post-

Consolidation Lateral Shares, to which they are entitled in accordance with this Agreement;

(b) the registered holders of CANHaul Shares shall cease to be holders of CANHaul Shares, and shall be deemed to be registered holders of Lateral Shares to which they are entitled in accordance with this Agreement, and on and after the Effective Date the holders of certificates representing CANHaul Shares may surrender such certificates to the Registrar and Transfer Agent, together with a completed CANHaul Letter of Transmittal and, upon such surrender, subject to the provisions of the TSXV Escrow Agreement, Lateral shall provide instructions to the Registrar and Transfer Agent to deliver such certificates representing the number of Lateral Shares to which they are so entitled; and

(c) the registered holders of the CANHaul Options, CANHaul Warrants and CANHaul Convertible Debenture shall be deemed to be the registered holders of the securities of Lateral to which they are entitled in accordance with this Agreement upon surrender of their existing certificates and/or agreements, and shall receive executed agreements evidencing such securities of Lateral.

2.5 Treatment of Restricted Securities under the 1933 Act

The Lateral Shares issued to the CANHaul Shareholders resident in or subject to the laws of the United States in connection with the Amalgamation have not been and will not be registered under the 1933 Act or any state securities laws, and will be "restricted securities" within the meaning of Rule 144 of the 1933 Act. Each certificate representing the Lateral Shares issued to holders resident in or subject to the laws of the United States will bear a legend in substantially the form as follows:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR UNDER ANY STATE SECURITIES LAWS AND ARE "RESTRICTED SECURITIES" AS THAT TERM IS DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF LATERAL GOLD CORP. (THE "ISSUER") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND,

IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT."

provided, that if the Lateral Shares are resold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S is not applicable, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent for the Lateral Shares, in such form as Lateral may prescribe from time to time, and, if requested by Lateral or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to Lateral and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Lateral Shares are being sold otherwise than in accordance with Regulation S and other than to Lateral, the legend may be removed by delivery to the registrar and transfer agent and Lateral of an opinion of counsel, of recognized standing reasonably satisfactory to the Lateral, that such legend is no longer required under applicable requirements of the 1933 Act or state securities laws.

2.6 Closing

Unless this Agreement is terminated pursuant to the provisions hereof, the closing of the Amalgamation and related transactions will take place at the offices of McMillan LLP, 1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9 at 6:30 a.m. on the Effective Date and on the Business Day prior to the Effective Date, or at such other time, date or place as they may mutually agree upon, each of the Parties shall deliver to the other Parties, as the case may be, the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested to be delivered by it by the other Parties in order to effect, the Amalgamation, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the Amalgamation becoming effective.

ARTICLE 3
AMALCO

3.1 Name

The name of Amalco shall be "CANHaul International Corp.".

3.2 Registered Office

The registered office of Amalco shall be in the Province of Alberta.

3.3 Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of common shares.

3.4 Restrictions on Share Transfer

The right to transfer securities (including for greater certainty shares) of Amalco, other than non-convertible debt securities, shall be restricted and no such securities shall be transferred without the consent of either:

(a) the directors of Amalco, expressed by a resolution passed by the board of directors of Amalco at a meeting of directors or by an instrument or instruments in writing signed by a majority of the directors of Amalco; or

(b) the holder or holders of a majority of the outstanding shares of Amalco entitled to vote expressed by resolution passed at a meeting of the shareholders of Amalco or by an instrument or instruments in writing signed by the holder or holders of a majority of the outstanding shares of Amalco entitled to vote at meetings of shareholders of Amalco;

which consent may be given either prior or subsequent to the time of transfer of such securities.

3.5 Number of Directors

The number of directors of Amalco shall be a minimum of one and a maximum of ten.

3.6 First Directors

The first directors of Amalco shall be the Persons whose names and addresses are set out below, who shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

Name	**Address**
Paul Cataford	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Brent Moore	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Cameron Olson	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Frank Turner	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Gilbert Sonnenberg	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Anthony Dutton	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9
Chris Burchell	1700, 421 – 7th Avenue S.W., Calgary, Alberta T2P 4K9

The first directors shall hold office until the first annual meeting of the shareholders of Amalco, or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the ABCA, in the Articles of Amalgamation and in the by-laws of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors of Amalco as it is constituted from time to time.

3.7 Restrictions on Business

There shall be no restrictions on the business which Amalco is authorized to carry on.

3.8 Fiscal Year End

The fiscal year end of Amalco shall be June 30 in each year.

3.9 First Auditors

The first auditors of Amalco shall be KPMG LLP, Chartered Accountants. The first auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.

3.10 Fractional Shares

No fractional shares will be issued on the Amalgamation and any entitlement to a fractional share will be rounded down to the next whole share.

3.11 By-Laws

The by-laws of Amalco shall, so far as applicable, be the by-laws of AcquisitionCo until repealed, amended or altered.

3.12 Effective Time

At the Effective Time:

(a) each AcquisitionCo Share outstanding immediately prior to the Effective Time shall be converted into issued and fully paid common shares of Amalco on the basis of one common share of Amalco for each AcquisitionCo Share;

(b) each CANHaul Share outstanding immediately prior to the Effective Time shall be exchanged for issued and fully-paid Lateral Shares on the basis of one post-Consolidation Lateral Share for each CANHaul Share and such CANHaul Shares which shall have been exchanged in accordance with the foregoing shall thereupon be cancelled; and

(c) Lateral shall issue fully-paid post-Consolidation Lateral Shares as required by the provisions of paragraph (b) above to each CANHaul Shareholder entitled thereto. Upon the presentation and surrender to Lateral of certificates representing all of the CANHaul Shares which have been exchanged for Lateral Shares in accordance with such provisions, Lateral will forthwith issue to each CANHaul Shareholder a certificate representing the number of post-Consolidation Lateral Shares to which he is entitled. Certificates representing CANHaul Shares shall represent only the right to receive the post- Consolidation Lateral Shares to which the former CANHaul Shareholder is entitled to receive pursuant to the Amalgamation.

3.13 Stated Capital

The aggregate stated capital of Amalco shall be equal to the aggregate stated capital of CANHaul and AcquisitionCo, all of which shall be allocated to the common shares of Amalco.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of CANHaul

CANHaul represents and warrants to and in favour of Lateral and AcquisitionCo as follows and acknowledges that Lateral and AcquisitionCo are relying upon such representations and warranties in connection with the transactions contemplated hereby:

(a) each of CANHaul and CANTelematics is a validly subsisting corporation under the laws of Alberta and has the corporate power and authority to carry on its respective business as now being conducted and, with respect to CANHaul only, to enter into this Agreement and to perform its obligations hereunder;

(b) each of CANHaul and CANTelematics is registered, licensed or otherwise qualified as a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on CANHaul;

(c) CANHaul has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by CANHaul as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by CANHaul and the completion by CANHaul of the transactions contemplated by this Agreement have been authorized by the CANHaul Board and, subject to obtaining the approval of the CANHaul Shareholders in the manner contemplated herein, no other corporate proceedings on the part of CANHaul are necessary to authorize this Agreement or the completion by CANHaul of the transactions contemplated hereby other than the filing of the application for the Amalgamation with the AB Registrar;

(d) this Agreement has been duly authorized, executed and delivered by CANHaul and is a legal, valid and binding obligation of CANHaul, enforceable against

CANHaul in accordance with its terms, except that (i) enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally, and (ii) equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(e) the authorized capital of CANHaul is set forth in Schedule 4.1(e) together with a list of the outstanding equity securities of CANHaul, which said equity securities have been duly issued and are outstanding as fully paid and non-assessable;

(f) other than pursuant to the CANHaul Debt Restructuring, the CANHaul Bridge Financing or as set forth in Schedule 4.1(f), no Person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including, without limitation, convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of CANHaul;

(g) the CANHaul Financial Statements have been, or will have been prior to mailing of the Information Circular, prepared in accordance with IFRS and fairly prevent, or will fairly present, in all material respects, the financial position of CANHaul as at the respective dates of the CANHaul Financial Statements and the results of operations of CANHaul for the respective periods covered by the CANHaul Financial Statements;

(h) since March 31, 2016, there has been no Material Adverse Effect with respect to CANHaul and CANTelematics, taken as a whole;

(i) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not:

    (i) result in the breach or violate any term or provision of the Constating Documents of CANHaul;

    (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or result in the cancellation, suspension or material alteration of, any agreement, instrument, licence, permit or authority to which CANHaul is a party or by which CANHaul is bound or to which any assets or property of CANHaul is subject or result in the creation of any Encumbrance upon any of the assets or property of CANHaul under any such agreement, instrument, license, permit or authority or give to others any material interest or rights, including, without limitation, rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

    (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to CANHaul;

(j) other than in connection with the CANHaul Debt Restructuring and the CANHaul Bridge Financing, CANHaul has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation, contingent or otherwise, in connection with this Agreement or the transactions contemplated hereby;

(k) there are no actions, suits proceedings or investigations commenced, or, to the knowledge of CANHaul, contemplated or threatened, against or affecting CANHaul or CANTelematics before or by any Person or Governmental Authority nor, to the knowledge of CANHaul, are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations, which in either case would prevent or hinder the consummation of the Amalgamation or which could reasonably be expected to have a Material Adverse Effect on CANHaul and CANTelematics, taken as a whole;

(l) there are no liabilities of CANHaul and CANTelematics, on a consolidated basis, of the type required to be disclosed in the liabilities column of a balance sheet prepared in accordance with IFRS other than the liabilities disclosed on, reflected in or provided for in the CANHaul Financial Statements or incurred in the ordinary course of business since March 31, 2016;

(m) CANTelematics is the only Subsidiary of CANHaul and CANHaul does not own and does not have any agreement of any nature to acquire, directly or indirectly, any shares in the capital of, or other equity interests in, any other Person;

(n) the corporate records and minute books of each of CANHaul and CANTelematics as required to be maintained under the ABCA are up to date in all material respects and contain complete and accurate minutes of all meetings of their respective directors and shareholders and all resolutions consented to in writing;

(o) each of CANHaul and CANTelematics has duly filed in proper form and on a timely basis all material Tax Returns required to be filed by it and has paid all Taxes which are due and payable, and has paid all assessments and reassessments, and all other Taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, in each case, of a material nature; adequate provision has been made for Taxes payable for the current period for which Tax Returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax Return, or payment of any Tax by CANHaul or CANTelematics; to the knowledge of CANHaul, there are no material actions, suits, proceedings, investigations or claims now threatened or pending against CANHaul or CANTelematics in respect of Taxes or any matters under discussion with any Governmental Authority relating to Taxes;

(p) CANHaul is not a reporting issuer in any of the provinces of Canada, is not subject to a cease trade order or investigation under the securities legislation in any of those provinces and is not the subject of any investigation by any stock exchange or other securities regulatory authority or administrative body;

(q) neither CANHaul nor CANTelematics is in default in any material respect of any permit or license held or order, writ, injunction or decree of any court or Governmental Authority applicable to it;

(r) there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of CANHaul, threatened against CANHaul or CANTelematics before any court, regulatory or administrative agency or tribunal;

(s) CANHaul has no reasonable grounds for believing that a creditor of CANHaul will be prejudiced by the Amalgamation;

(t) to the knowledge of CANHaul, the business of each of CANHaul and CANTelematics is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;

(u) except as set forth in Schedule 4.1(u) there are no material contracts or agreements to which CANHaul or CANTelematics is a party or by which it is bound. For the purpose of this Section 4.1(u), contracts or agreements shall be deemed to be material contracts or agreements if they will, or may reasonably be expected to, result in a requirement of CANHaul or CANTelematics to expend more than $200,000 or to be entitled to receive revenues of more than $200,000, in either case during the period commencing on the date hereof and ending on the date which is 12 months from the date hereof (each, a "**CANHaul Material Contract**");

(v) each CANHaul Material Contract is in full force and effect and is valid, binding and enforceable against CANHaul or CANTelematics, as applicable, and, to the knowledge of CANHaul, each of the other parties thereto in accordance with its terms and no material breach or default exists in respect thereof on the part of CANHaul or CANTelematics, as applicable, or, to the knowledge of CANHaul, any other party thereto and no event has occurred which, with the giving of notice or lapse of time or both, would, to the knowledge of CANHaul, constitute such a material breach or default;

(w) no Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from CANHaul or CANTelematics of any of the material assets of CANHaul or CANTelematics;

(x) except as set forth in Schedule 4.1(x), no exemption, consent, approval, order or authorization of, or registration or filing with, any court, Governmental Authority, or any third party is required by, or with respect to, CANHaul in connection with the execution and delivery of this Agreement by CANHaul or the consummation by CANHaul of the transactions contemplated hereby;

(y) except as set forth in Schedule 4.1(y), neither CANHaul nor CANTelematics is a party to any employment agreement;

(z) there does not currently exist any shareholders agreement or, to the knowledge of CANHaul, any pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of CANHaul; and

(aa) the information concerning CANHaul to be set forth in the Information Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information in the Information Circular will constitute full, true and plain disclosure of all material facts relating to the particular matters to be acted upon by the shareholders of Lateral at the Lateral Meeting concerning CANHaul.

4.2 Representations and Warranties of Lateral and AcquisitionCo

Lateral and AcquisitionCo jointly and severally represent and warrant to and in favour of CANHaul as follows and acknowledge that CANHaul is relying upon such representations and warranties in connection with the transactions contemplated hereby:

(a) Lateral is a corporation validly subsisting under the laws of British Columbia and has the corporate power and authority to carry on its business as now being conducted, to enter into this Agreement and to perform its obligations hereunder;

(b) Lateral is registered, licensed or otherwise qualified as a foreign corporation in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Lateral;

(c) Lateral has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Lateral as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Lateral and the completion by Lateral of the transactions contemplated by this Agreement have been authorized by the Lateral Board and, subject to obtaining the approval of the Lateral Shareholders in the manner contemplated herein, no other corporate proceedings on the part of Lateral are necessary to authorize this Agreement or the completion by Lateral of the transactions contemplated hereby other than the filing of the application for the Amalgamation with the AB Registrar;

(d) this Agreement has been duly authorized, executed and delivered by Lateral and is a legal, valid and binding obligation of Lateral, enforceable against Lateral in accordance with its terms, except that (i) enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally, and (ii) equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(e) the authorized capital of Lateral is set forth in Schedule 4.2(e) together with a list of the outstanding equity securities of Lateral, which such equity have been duly issued and are outstanding as fully paid and non-assessable;

(f) other than pursuant to the Offering or as set forth in Schedule 4.2(f), no Person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including, without limitation, convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Lateral;

(g) the Lateral Financial Statements have been prepared in accordance with IFRS and fairly present the financial position of Lateral as at the respective dates of the Lateral Financial Statements and the results of operations of Lateral for the respective periods covered by the Lateral Financial Statements;

(h) since March 31, 2016, there has been no Material Adverse Effect with respect to Lateral;

(i) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not:

    (i) result in the breach or violate any term or provision of the Constating Documents of Lateral; or

    (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or result in the cancellation, suspension or material alteration of, any agreement, instrument, licence, permit or authority to which Lateral is a party or by which Lateral is bound or to which any assets or property of Lateral is subject or result in the creation of any Encumbrance upon any of the assets or property of Lateral under any such agreement, instrument, license, permit or authority or give to others any material interest or rights, including, without limitation, rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

    (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Lateral;

(j) as at their respective dates, the information set forth in each of the Lateral Disclosure Documents was true and correct in all material respects and did not contain any untrue statement of a material fact;

(k) other than the Agents' fees in connection with the Offering, Lateral has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation, contingent or otherwise, in connection with this Agreement or the transactions contemplated hereby;

(l) there are no actions, suits proceedings or investigations commenced, or, to the knowledge of Lateral, contemplated or threatened, against or affecting Lateral before or by any Person or Governmental Authority nor, to the knowledge of Lateral, are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations, which in either case would prevent or hinder the consummation of the Amalgamation or which could reasonably be expected to have a Material Adverse Effect on Lateral;

(m) there are no liabilities of Lateral of the type required to be disclosed in the liabilities column of a balance sheet prepared in accordance with IFRS other than the liabilities disclosed in, reflected in or provided for in the Lateral Financial Statements or incurred in the ordinary course of business since March 31, 2016;

(n) AcquisitionCo is the only Subsidiary of Lateral and Lateral does not own and does not have any agreement of any nature to acquire, directly or indirectly, any shares in the capital of, or other interests in, any Person;

(o) the corporate records and minute books of Lateral as required to be maintained under the BCBCA are up to date in all material respects and contain complete and accurate minutes of all meetings of its directors and shareholders and all resolutions consented to in writing;

(p) Lateral has duly filed in proper form and on a timely basis all material Tax Returns required to be filed by it and has paid all Taxes which are due and payable, and has paid all assessments and reassessments, and all other material Taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, in each case, of a material nature, and adequate provision has been made for material Taxes payable for the current period for which Tax Returns are not yet required to be filed; there are no agreements, waivers or other amalgamations, providing for an extension of time with respect to the filing of any Tax Return by, or payment of any Tax, by Lateral; there are no actions, suits, proceedings, investigations or claims now threatened or pending against Lateral in respect of Taxes or any matters under discussion with any Governmental Authority relating to Taxes;

(q) the Lateral Shares are listed and posted for trading on the TSXV and are not listed on any other stock exchange;

(r) Lateral is a reporting issuer in each of the provinces of British Columbia and Alberta and, other than the halting of the Lateral Shares on the TSXV resulting from the announcement of the entering into of the Letter of Intent, no order ceasing or suspending trading in Lateral Shares or prohibiting the sale of such securities has been issued against Lateral or, to the knowledge of Lateral, any of the directors, officers, insiders or promoters of Lateral, and no proceedings for this purpose have been instituted or pending, contemplated or threatened;

(s) Lateral has not been the subject of any investigation by the TSXV or any other securities regulatory authority Lateral is current with all filings required to be made under Applicable Securities Laws and the policies of the TSXV; Lateral is not aware of any deficiencies in the filing of any documents or reports with the TSXV or with any securities commission or similar securities regulatory authority that would cause it to be placed on the list of defaulting reporting issuers maintained by any such securities commission or similar securities regulatory authority; and Lateral has not filed any confidential material change report or other document with any securities commission or similar securities regulatory authority or stock exchange which remains confidential;

(t) Lateral is not in default in any material respect with respect to any permit or licence held or order, writ, injunction or decree of any court or Governmental Authority applicable to it;

(u) there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of Lateral, threatened against Lateral before any court, regulatory or administrative agency or tribunal;

(v) to the knowledge of Lateral, the business of Lateral is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances of all authorities having jurisdiction;

(w) except as set forth in Schedule 4.2(w) there are no material contracts or agreements to which Lateral or any of its Subsidiaries is a party or by which it is bound. For the purpose of this Section 4.2(w), contracts or agreements shall be deemed to be material contracts or agreements if they will, or may reasonably be expected to, result in a requirement of Lateral or any of its Subsidiaries to expend more than $25,000 or to be entitled to receive revenues of more than $25,000, in either case during the period commencing on the date hereof and ending on the date which is 12 months from the date hereof (each a "**Lateral Material Contract**");

(x) each Lateral Material Contract is in full force and effect and is valid, binding and enforceable against Lateral and, to the knowledge of Lateral, each of the other parties thereto in accordance with its terms and no material breach or default exists in respect thereof on the part of Lateral or, to the knowledge of Lateral, any other party thereto and no event has occurred which, with the giving of notice or lapse of time or both, would, to the knowledge of Lateral, constitute such a material breach or default;

(y) no Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Lateral of any of the assets of Lateral;

(z) except as set forth in Schedule , no exemption, consent, approval, order or authorization of, or registration or filing with, any court, Governmental Authority, or any third party is required by, or with respect to, Lateral in connection with the execution and delivery of this Agreement by Lateral or the consummation by Lateral of the transactions contemplated hereby;

(aa) Lateral is a "public corporation" for the purposes of the ITA;

(bb) Lateral is, and at the closing of the Amalgamation will be, a "foreign issuer" within the meaning of Regulation S;

(cc) Lateral is not a party to any employment agreement;

(dd) there does not currently exist any shareholders agreement or, to the knowledge of Lateral, any pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of Lateral;

(ee) since the time of the listing of the Lateral Shares on the TSXV, neither Lateral nor any other Person acting on behalf of Lateral has engaged the services of any Person to provide Investor Relations Activities or promotional or market-making services;

(ff) Lateral has not entered into any transaction of a material nature, other than as disclosed in the Lateral Disclosure Documents;

(gg) Lateral does not own, legally or beneficially, directly or indirectly, any securities of CANHaul and does not have any right, agreement or obligation to purchase any securities of CANHaul or any securities or obligations of any kind convertible to or exchangeable for any securities of CANHaul;

(hh) AcquisitionCo is a corporation duly incorporated and organized and validly subsisting under the laws of Alberta and has the corporate power and authority to carry on its business as now being conducted and to enter into this Agreement and to perform its obligations hereunder;

(ii) this Agreement has been duly authorized, executed and delivered by AcquisitionCo and constitutes a valid and binding obligation of AcquisitionCo enforceable against it in accordance with its terms, except that (i) enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally, and (ii) equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(jj) the authorized share capital of AcquisitionCo consists of an unlimited number of AcquisitionCo Shares, of which one AcquisitionCo Share has been duly issued and is outstanding as fully paid and non-assessable;

(kk) no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including, without limitation, convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of AcquisitionCo;

(ll) any financial statements of AcquisitionCo required to be included in the Information Circular pursuant to Applicable Securities laws have been, or will have been prior to mailing of the Information Circular, prepared in accordance with IFRS and fairly present, or will fairly present the financial position of AcquisitionCo as at the respective dates of such financial statements and the results of operations of AcquisitionCo for the respective periods covered by such financial statements;

(mm) AcquisitionCo does not have any liabilities or obligations except for those under this Agreement and except to the extent contemplated by the Amalgamation. Except for this Agreement, AcquisitionCo is not a party to or bound by any other agreement or understanding;

(nn) AcquisitionCo has no reasonable grounds for believing that a creditor of AcquisitionCo will be prejudiced by the Amalgamation;

(oo) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not:

   (i) result in the breach or violate any term or provision of the Constating Documents of AcquisitionCo;

   (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or result in the cancellation, suspension or material alteration of, any agreement, instrument, licence, permit or authority to which AcquisitionCo is a party or by which AcquisitionCo is bound or to which any assets or property of AcquisitionCo is subject or result in the creation of any Encumbrance upon any of the assets or property of AcquisitionCo under any such agreement, instrument, license, permit or authority or give to others any material interest or rights, including, without limitation, rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

   (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to AcquisitionCo; and (pp) the information concerning Lateral and AcquisitionCo to be set forth in the Information Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information in the Information Circular will constitute full, true and plain disclosure of all material facts relating to the particular matters to be acted upon by the shareholders of CANHaul at the CANHaul Meeting concerning Lateral and AcquisitionCo.

ARTICLE 5
COVENANTS

5.1 Mutual Covenants

Each of the Parties hereby covenants and agrees as follows:

(a) to use its reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Amalgamation in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, each of the Parties shall use its reasonable commercial efforts, in the event that any Person, including, without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Amalgamation or seeks to invalidate all or any portion of this Agreement, to resist such proceedings;

(b) to use its reasonable commercial efforts to obtain, before the Effective Date, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, governmental or regulatory agencies, boards, commissions or other authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated hereby;

(c) to use its reasonable commercial efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it or any of its subsidiaries challenging this Agreement or the completion of the Amalgamation. No Party will settle or compromise any claim brought by their respective present, former or purported holders of any of their securities in connection with the transactions contemplated by this Agreement prior to the Effective Date without the prior written consent of each of the other Parties, such consent not to be unreasonably withheld;

(d) to promptly notify each of the other Parties if any of the representations and warranties made by it in this Agreement cease to be true, accurate and complete in any material respect and of any failure to comply in any material respect with any of its obligations under this Agreement;

(e) to co-operate with each of the other Parties hereto in good faith in order to ensure the timely completion of the Amalgamation;

(f) to use its reasonable commercial efforts to co-operate with each of the other Parties hereto in connection with the performance by the other of its obligations under this Article 5;

(g) to use its commercially reasonable efforts to obtain the approval of the TSXV for the issuance of the Performance Securities to such persons as determined by the New Board Nominees;

(h) if for any reason whatsoever, except by reason of a breach by Lateral, CANHaul or AcquisitionCo of its obligations hereunder, the Amalgamation cannot be completed on the basis contemplated by this Agreement, to negotiate in good faith to restructure the transactions contemplated by the Amalgamation on a mutually acceptable basis with a view to the completion of such restructured transaction prior to 5:00 p.m. (Calgary time) on the Outside Date;

(i) if the Amalgamation is completed and the Certificate of Amalgamation is issued by the AB Registrar, to use its reasonable commercial efforts to ensure that the issuance by the TSXV of the Final Exchange Bulletin and the listing on the TSXV of the Lateral Shares issued to the former CANHaul Shareholders pursuant to the Amalgamation occur forthwith following the issuance of the Certificate of Amalgamation;

(j) to, and to cause its Representatives to, immediately cease and terminate any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the date of this Agreement with any Person (other than the other Parties and their respective Representatives) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal, and in connection therewith will:

    (i) discontinue access to and disclosure of all information related to the Party, including any data room and any non-public or confidential information, properties, facilities, books and records of the Party; and

    (ii) request, and exercise all rights it has to require: (A) the return or destruction of all copies of any information regarding the Party provided to any person other than the other Parties and their respective Representatives, and (B) the destruction of all material including, incorporating or otherwise reflecting any information regarding the Party, using all necessary efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements; and

(k) if a Party or any of its Representatives receives, or otherwise becomes aware of, any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal, or any request for copies of, access to, or disclosure of, information relating to the Party, including, but not limited to, information, access or disclosure relating to the properties, facilities, books or records of the Party, to immediately notify the other Parties, at first orally, and then promptly, and in any event within 24 hours, in writing, of:

(i) such Alternative Transaction Proposal, inquiry, offer or request, including a description of its material terms and conditions, the identity of all persons making the Alternative Transaction Proposal, inquiry, offer or request, and copies of all documents, correspondence or other material received in respect of, from or on behalf of, any such person; and

(ii) the status of developments and negotiations with respect to such Alternative Transaction Proposal, inquiry, offer or request, including any changes, modifications or other amendments to any such Alternative Transaction Proposal, inquiry, offer or request.

5.2 Covenants of Lateral

Lateral hereby covenants and agrees as follows:

(a) until the Effective Date, it will:

(i) conduct and operate its business and affairs only in the ordinary course consistent with past management practice;

(ii) preserve its present business and organization intact;

(iii) exercise reasonable efforts to keep available the services of its present officers and employees;

(iv) preserve its goodwill with suppliers, customers and others having business dealings with it, all except as otherwise contemplated in this Agreement; and

(v) maintain its status as a reporting issuer not in default in each of the jurisdictions in which it is currently a reporting issuer;

(b) from and after the execution and delivery of this Agreement by Lateral and until the earlier of the Effective Date and termination of this Agreement in accordance with its terms, it will not, directly or indirectly, through any Representative or otherwise, and will not permit any of its Representatives to:

(i) solicit, initiate, encourage or otherwise facilitate any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal, including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records of Lateral, or entering into any form of agreement, arrangement or understanding;

(ii) enter into, or otherwise engage or participate in, any discussions or negotiations with any Person (other than CANHaul and its Representatives) regarding any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal; or

(iii) accept or approve, or propose to accept or approve, any Alternative Transaction Proposal;

(c) without limiting the generality of Section 5.2(a), until the Effective Date it will not, other than as contemplated by this Agreement:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares;

(iii) issue, authorize or propose the issuance of, or purchase or propose the purchase of any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares, convertible securities, rights, warrants or options or enter into any commitment or agreement therefor, except for the issuance of Lateral Shares and Lateral Warrants pursuant to the Offering or the due exercise of Lateral Options or Lateral Warrants issued and outstanding as of the date of this Agreement;

(iv) guarantee the payment of indebtedness or incur indebtedness for money borrowed or issue or sell any debt securities, or grant any security over any assets material to Lateral;

(v) take or fail to take any action within its control which would result in a condition precedent to the Amalgamation not being satisfied;

(vi) acquire or agree to acquire, by purchase or otherwise, the assets or shares of any business, corporation, partnership, association or other entity or division thereof;

(vii) sell, lease or otherwise dispose of, or enter into any agreement or arrangement giving any Person an option or a right, absolute or contingent, to acquire, or permit any Person to negatively affect the value of, any of its assets or properties; or

(viii) enter into any other agreement;

(d) except as contemplated by this Agreement, it shall not alter or amend its Constating Documents as the same exist at the date of this Agreement;

(e) except as contemplated in this Agreement, it shall not, until the Effective Date, engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement or enter into any transaction or incur (except in respect of obligations or liabilities to which it is already legally subject) any obligation, expenditure or liability other than costs and expenses reasonably incurred in connection with the consummation of the Amalgamation;

(f) it shall, during the period to and including the Effective Date: (i) promptly provide written notice to CANHaul of, and discuss with CANHaul, any material developments in its business, any breach or non-performance of any obligation pursuant to an existing Lateral Material Contract; (ii) regularly provide to CANHaul all such information about its financial status as CANHaul may reasonably request; (iii) afford to CANHaul and to its Representatives, reasonable access during normal business hours, during the period prior to the Effective Date, to its management, properties, books, contracts, commitments and records in its possession or to which it has access; and (iv) furnish promptly to CANHaul for review and comment by CANHaul and its Representatives a copy of all filings to be made by it with any securities regulatory authority or the TSXV, including, without limitation, each press release, material change report or similar document to be filed by it during such period pursuant to the requirements of applicable securities laws and stock exchange policies, all material to be mailed to its shareholders, and all other information concerning its business, properties and Personnel as CANHaul may reasonably request, and it shall accept all reasonable comments provided by CANHaul and its Representatives prior to filing, mailing, issuing or delivering any such materials, all of which shall be true and correct in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make any statement therein not misleading in light of the circumstances in which it was made;

(g) it will promptly provide CANHaul with written notice of any material adverse change in, or the discovery of any previously undisclosed material fact which has or will have a Material Adverse Effect on Lateral;

(h) it shall complete the Offering on or before September 30, 2016;

(i) it shall convene the Lateral Meeting in a timely and expeditious manner on or before September 30, 2016 and solicit proxies to be voted at the Lateral Meeting in favour of: (i) the Continuance Resolution; (ii) the New Option Plan Resolution; (iii) the Lateral RSU Plan Resolution; (iv) the Director Resolution; (v) the Transaction Resolution, if required; and (vi) other matters incidental thereto;

(j) it shall make all necessary filings with and use its reasonable commercial efforts to obtain the required authorization from the BC Registrar for the Continuance before September 30, 2016;

(k) it shall conduct the Lateral Meeting in accordance with the Constating Documents of Lateral and as may be otherwise required by law;

(l) subject to receiving the appropriate level of shareholder approval of the Continuance Resolution and, if required, the Transaction Resolution, it shall:

  (i) file the necessary documents with the BC Registrar giving effect to the Share Consolidation Resolution, the Continuance Resolution and the Name Change Resolution;

  (ii) file the articles of continuance with the AB Registrar and secure the Certificate of Continuance; and

  (iii) upon receipt of the Certificate of Continuance from the AB Registrar, file a copy of such Certificate of Continuance with the BC Registrar;

(m) subject to the satisfaction, waiver or release of the conditions in sections 6.1, 6.2, and 6.3, as required, it shall cause AcquisitionCo to proceed together with CANHaul to file the Articles of Amalgamation with the Registrar and secure the Certificate of Amalgamation;

(n) it, together with CANHaul, shall submit a certified copy of the Certificate of Amalgamation where necessary and appropriate to protect the undertaking, property and assets of it and CANHaul;

(o) it shall do all such other acts and things as may be necessary or desirable in order to give effect to the Amalgamation and, without limiting the generality of the foregoing, it shall:

  (i) recommend that the Lateral Shareholders approve the Continuance Resolution, the New Option Plan Resolution, the Lateral RSU Plan Resolution, the Director Resolution and the Transaction Resolution (where Lateral Shareholder approval of such resolution is sought);

  (ii) apply for and use its reasonable commercial efforts to obtain such other consents, orders or approvals and assignments, waivers, amendments to or termination of any instruments and take such other measures as may be necessary or desirable to fulfill its obligations contemplated hereby and for the implementation of the Amalgamation, including, without limitation, those referred to in Article 6 hereof;

  (iii) use its reasonable commercial efforts to cause all the conditions precedent set out in Article 6 which are under its control to be complied with before September 30, 2016; and

(iv) apply for and use its reasonable commercial efforts to obtain the acceptance by the TSXV of the transactions contemplated hereby, including the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the former CANHaul Shareholders pursuant to the Amalgamation;

(p) it will make all necessary filings and applications under Canadian federal and provincial and United States federal and state laws and regulations required to be made by it in connection with the transactions contemplated herein and will take all reasonable actions necessary to be in compliance with such laws and regulations;

(q) in connection with any approval, consent, waiver or order required to be obtained from any Governmental Authority or private party in connection with the approval or completion of the Amalgamation, to co-operate with CANHaul in obtaining the granting of any such approval, consent, waiver or order by such Governmental Authority or private party and provide to such Governmental Authority or private party such information relating to Lateral as may be reasonably required for such purpose;

(r) the Information Circular will contain all information regarding Lateral and AcquisitionCo as may be reasonably required to be included in the Information Circular pursuant to Applicable Securities Laws and the policies of the TSXV and it shall ensure that the information related to Lateral or AcquisitionCo contained in the Information Circular and any related documentation to be filed in order to obtain the acceptance by the TSXV of the transactions contemplated hereby including the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the CANHaul Shareholders pursuant to the Amalgamation, does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(s) it will obtain the resignation of each of the directors of Lateral and AcquisitionCo and each of the officers of Lateral and AcquisitionCo and to obtain from each such director and officer a release of all claims (other than claims with respect to which such director or officer is entitled to an indemnity pursuant to agreements existing at the date of this Agreement or articles in force at the date of this Agreement) which such Persons may have against Lateral or AcquisitionCo, as applicable, in his or her capacity as a director or officer of Lateral or AcquisitionCo, as applicable, such resignations and releases to be effective as of the Effective Date and in a form satisfactory to CANHaul, acting reasonably, and will use its reasonable commercial efforts and co-operate with CANHaul to appoint as directors of Lateral and AcquisitionCo, the New Board Nominees;

(t) it will execute and deliver all documents, including, without limitation, the Articles of Amalgamation in form for filing with the AB Registrar, necessary to give effect to the Amalgamation subject to the satisfaction or waiver of the conditions in sections 6.1 and 6.2 of this Agreement. Subject to the waiver or continued satisfaction of the conditions in sections 6.1 and 6.2 of this Agreement, Lateral, as required, shall file the Articles of Amalgamation as provided in Section 2.1 hereof;

(u) it will assist CANHaul and its counsel with the preparation of all material to be filed by Lateral with the TSXV in connection with the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the CANHaul Shareholders pursuant to the Amalgamation;

(v) it shall, as the sole AcquisitionCo Shareholder, pass the Amalgamation Resolution and do all such other things as may be required to approve the transactions contemplated hereby, including the Amalgamation;

(w) subject to the satisfaction or waiver of the conditions contained in sections 6.1 and 6.2 of this Agreement, it will complete the Amalgamation; and

(x) it will enter into the Capital Markets Engagement Agreement on or before the Effective Time.

5.3 Covenants of CANHaul

CANHaul hereby covenants and agrees as follows:

(a) until the Effective Date, it will, except as otherwise contemplated by this Agreement:

   (i) conduct and operate its business and affairs only in the ordinary course consistent with past practice;

   (ii) preserve its present business and organization intact;

   (iii) exercise reasonable commercial efforts to keep available the service of its present officers and employees; and

   (iv) exercise reasonable commercial efforts to preserve its goodwill with suppliers, customers and others having business dealings with it;

(b) from and after the execution and delivery of this Agreement by CANHaul and until the earlier of the Effective Date and the termination of this Agreement in accordance with its terms, it will not, directly or indirectly, through any Representative or otherwise, and will not permit any of its Representatives to (unless, prior to the closing date of the Offering for minimum gross proceeds of not less than $5,000,000, such action is necessary in satisfying the fiduciary duties of the CANHaul Board, as determined by the CANHaul Board, acting reasonably):

(i) solicit, initiate, encourage or otherwise facilitate any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal, including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records of CANHaul, or entering into any form of agreement, arrangement or understanding;

(ii) enter into, or otherwise engage or participate in, any discussions or negotiations with any Person (other than the other Parties and their respective Representatives) regarding any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal; or

(iii) accept or approve, or propose to accept or approve, any Alternative Transaction Proposal;

(c) without limiting the generality of Section 5.3(a), until the Effective Date it will not, other than is contemplated by this Agreement:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) issue, authorize or propose the issuance of, or purchase or propose the purchase any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares, convertible securities, rights, warrants or options or enter into any commitment or agreement therefor except for the issuance of CANHaul Shares pursuant to the due exercise of CANHaul Options, CANHaul Warrants or CANHaul RSUs issued and outstanding as of the date of this Agreement or pursuant to the CANHaul Debt Restructuring or CANHaul Bridge Financing;

(iii) other than pursuant to the CANHaul Debt Restructuring, guarantee the payment of indebtedness or incur indebtedness for money borrowed or issue or sell any debt securities or grant any security over any assets material to CANHaul;

(iv) take or fail to take any action within its control which would result in a condition precedent to the Amalgamation not being satisfied;

(v) acquire or agree to acquire, by purchase or otherwise, the assets or shares of any business, corporation, partnership, association or other entity or division thereof, which acquisition would be material to its business or financial condition; or

(vi) sell, lease or otherwise dispose of, or enter into any agreement or amalgamation giving any Person an option or a right, absolute or contingent, to acquire, or permit any Person to negatively affect the value of, any of its assets or properties that are material, individually or in the aggregate, to its business or financial condition;

(d) it shall not alter or amend its Constating Documents as the same exist at the date of this Agreement;

(e) it shall not, until the Effective Date, engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement;

(f) it shall during the period to and including the Effective Date (i) promptly provide written notice to Lateral of, and discuss with Lateral, any material developments in its business or any breach or non-performance of any obligation pursuant to an existing CANHaul Material Contract; (ii) regularly provide to Lateral all such information about its financial status as Lateral may reasonably request; (iii) afford to Lateral and to its Representatives, reasonable access during normal business hours, during the period prior to the Effective Date, to the management, properties, books, contracts, commitments and records of CANHaul in its possession or to which it has access; and (iv) furnish promptly to Lateral a copy of all information concerning its business, properties and personnel as Lateral may reasonably request;

(g) it will promptly provide Lateral with written notice of any Material Adverse Effect on CANHaul;

(h) it shall convene the CANHaul Meeting in a timely and expeditious manner on or before September 30, 2016 and solicit proxies to be voted at the CANHaul Meeting in favour of: (i) the Amalgamation Resolution, and (ii) other matters incidental thereto;

(i) it shall conduct the CANHaul Meeting in accordance with the Constating Documents of CANHaul and as may be otherwise required by law;

(j) subject to the satisfaction, waiver or release of the conditions in sections 6.1, 6.2 and 6.3, as required, it shall proceed together with AcquisitionCo to file the Articles of Amalgamation with the Director and secure the Certificate of Amalgamation;

(k) it, together with AcquisitionCo, shall file a certified copy of the Certificate of Amalgamation where necessary and appropriate to protect the undertaking, property and assets of CANHaul and AcquisitionCo;

(l) it will furnish to Lateral, on a timely basis, all such information regarding CANHaul as may be reasonably required to be included in the Information Circular pursuant to Applicable Securities Laws and the policies of the TSXV and it shall ensure that the information related to it and contained in the Information

Circular and any related documentation to be filed in order to obtain the acceptance by the TSXV of the transactions contemplated hereby, including the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the CANHaul Shareholders pursuant to the Amalgamation, does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(m) it shall do all such other acts and things as may be necessary or desirable in order to give effect to the Amalgamation and, without limiting the generality of the foregoing, it shall:

(i) subject to Section 5.3(b), recommend that the CANHaul Shareholders approve the Amalgamation Resolution;

(ii) apply for and use its reasonable commercial efforts to obtain such other consents, orders or approvals and assignments, waivers, amendments or termination of any instruments and take such other measures as may be necessary or desirable to fulfill its obligations contemplated hereby and for the implementation of the Amalgamation including, without limitation, those referred to in Article 6 hereof; and

(iii) use its reasonable commercial efforts to cause all the conditions precedent set out in Article 6 which are under its control to be complied with before September 30, 2016;

(n) it will make all necessary filings and applications under Canadian federal and provincial and United States federal and state laws and regulations required to be made by it in connection with the transactions contemplated herein and will take all reasonable actions necessary to be in compliance with such laws and regulations;

(o) in connection with any approval, consent, waiver or order required to be obtained from any Governmental Authority or private party in connection with the approval or completion of the Amalgamation, to co-operate with Lateral and AcquisitionCo in obtaining the granting of any such approval, consent, waiver or order by such regulatory or Governmental Authority or private party and provide to such regulatory or Governmental Authority such information relating to CANHaul as may be reasonably required for such purpose;

(p) it will execute and deliver all documents, including, without limitation, the Articles of Amalgamation in form for filing with the AB Registrar, necessary to give effect to the Amalgamation subject to the satisfaction or waiver of the conditions in sections 6.1 and 6.3 of this Agreement. Subject to the waiver or continued satisfaction of the conditions in sections 6.1 and 6.3 of this Agreement, CANHaul, as required, shall file the Articles of Amalgamation as provided in Section 2.1 hereof;

(q) it will co-operate with Lateral in obtaining the acceptance by the TSXV of the transactions contemplated hereby including the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the former CANHaul Shareholders pursuant to the Amalgamation;

(r) it will cause each of Brent Moore, Richard Clarke, Ted Duffield and Laine Hotte to enter into the Voluntary Lock-Up Agreement on or prior to the Effective Time;

(s) subject to the satisfaction or waiver of the conditions contained in sections 6.1 and 6.3 of this Agreement, CANHaul shall complete the Amalgamation; and

(t) in connection with obtaining the approval of the CANHaul Shareholders, CANHaul shall notify each CANHaul Shareholder resident in or otherwise subject to the laws of the United States of the following:

    (i) the Lateral Shares issued in connection with the Amalgamation have not been and will not be registered under the 1933 Act or any state securities laws, and are or will be "restricted securities" as defined in Rule 144 under the 1933 Act, and the holders may dispose of the Lateral Shares only pursuant to an effective registration statement under the 1933 Act or an exemption from the registration requirements of the 1933 Act; and

    (ii) Lateral is not obligated to file and has no present intention of filing with the SEC or with any state securities administrator any registration statement in respect of resales of the Lateral Shares in the United States. Accordingly, holders of the Lateral Shares may be required to hold the Lateral Shares indefinitely.

5.4 Covenants of AcquisitionCo

AcquisitionCo hereby covenants and agrees as follows:

(a) it will furnish to CANHaul, on a timely basis, all such information regarding AcquisitionCo as may be reasonably required to be included in the Information Circular pursuant to the Applicable Securities Laws and the policies of the TSXV and it shall ensure that the information related to it and furnished by it to CANHaul and contained in the Information Circular and any related documentation to be filed in order to obtain the acceptance by the TSXV of the transactions contemplated hereby, including the Amalgamation and the listing on the TSXV of the Lateral Shares issued to the CANHaul Shareholders pursuant to the Amalgamation does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(b) it shall do all such other acts and things as may be necessary or desirable in order to give effect to the Amalgamation and, without limiting the generality of the foregoing, it shall:

(i) subject to the satisfaction, waiver or release of the conditions in sections 6.1, 6.2 and 6.3, as required, it shall proceed together with CANHaul to file the Articles of Amalgamation with the AB Registrar and secure the Certificate of Amalgamation;

(ii) apply for and use its reasonable commercial efforts to obtain such other consents, orders or approvals and assignments, waivers, amendments or termination of any instruments and take such other measures as may be necessary or desirable to fulfill its obligations contemplated hereby and for the implementation of the Amalgamation including, without limitation, those referred to in Article 6 hereof; and

(iii) use its reasonable commercial efforts to cause all the conditions precedent set out in Article 6 which are under its control to be compiled with before September 30, 2016;

(c) in connection with any approval, consent, waiver or order required to be obtained from any Governmental Authority or private party in connection with the approval or completion of the Amalgamation, to co-operate with CANHaul and Lateral in obtaining the granting of any such approval, consent, waiver or order by such Governmental Authority or private party and provide to such Governmental Authority such information relating to AcquisitionCo as may be reasonably required for such purpose;

(d) it will execute and deliver all documents, including, without limitation, the Articles of Amalgamation in form for filing with the AB Registrar, necessary to give effect to the Amalgamation subject to the satisfaction or waiver of the conditions in sections 6.1 and 6.2 of this Agreement. Subject to the waiver or continued satisfaction of the conditions in sections 6.1 and 6.2 of this Agreement, AcquisitionCo, as required, shall file the Articles of Amalgamation as provided in Section 2.1 hereof; and

(e) subject to the satisfaction or waiver of the conditions contained in sections 6.1 and 6.2 of this Agreement, AcquisitionCo shall complete the Amalgamation.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions

The obligations of each of the Parties hereto to complete the Amalgamation shall be subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived in whole or in part by the Parties hereto, but only if all Parties so waive, without prejudice to any Party's right to rely on any other condition in favour of such Party:

(a) the CANHaul Shareholders shall have approved the Amalgamation Resolution by the requisite majority;

(b) the Lateral Shareholders shall have approved the Director Resolution, the Continuance Resolution, the New Option Plan Resolution, the Lateral RSU Plan Resolution and, if sought, the Transaction Resolution by the requisite majority;

(c) Lateral, as the sole shareholder of AcquisitionCo, shall have approved in writing the Amalgamation Resolution;

(d) each of the Lateral Board and the CANHaul Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Lateral and CANHaul to permit the consummation of the Amalgamation and all other matters contemplated in this Agreement;

(e) there shall not be pending or threatened any legal proceeding in which a Governmental Body is or is threatened to become a party challenging or seeking to restrain or prohibit the consummation of the Amalgamation or any of the other transactions contemplated by this Agreement;

(f) this Agreement shall not have been terminated as provided for herein;

(g) the TSXV shall have conditionally approved the Amalgamation and the listing on the TSXV of the Lateral Shares to be issued to the former CANHaul Shareholders pursuant to the Amalgamation;

(h) all other consents, orders, regulations and approvals, including, without limitation, regulatory and judicial approvals (if required) and orders, necessary or desirable for the completion of the Amalgamation and the other transactions contemplated by this Agreement and shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;

(i) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto, acting reasonably;

(j) the issue of the Lateral Shares, Lateral Options, Lateral Warrants and Lateral RSUs, as applicable, pursuant to the Amalgamation shall have been approved by all necessary corporate action to permit such securities to be issued and shall be exempt from the prospectus requirements of applicable securities laws in each of the provinces and territories of Canada in which the holders of such securities are resident on the Effective Date; and the resale of the Lateral Shares issued pursuant to the Amalgamation (including any Lateral Shares to be issued upon exercise of the Lateral Options, Lateral Warrants and Lateral RSUs) shall be exempt from the prospectus requirements under the securities laws of each of the provinces and territories of Canada;

(k) the Offering and the CANHaul Debt Restructuring shall have been completed;

(l) such escrow agreements as may be required by the TSXV with respect to the Lateral Shares issued to the former CANHaul Shareholders pursuant to the

Amalgamation shall have been entered into by Lateral and such holders of such Lateral Shares as may be required by the TSXV; and

(m) the Lateral Shares to be issued to persons in the United States pursuant to the Amalgamation shall be exempt from registration requirements under the 1933 Act and applicable state securities laws pursuant to section 4(a)(2) thereof and/or Rule 506 of Regulation D under the 1933 Act.

6.2 Conditions of Lateral and AcquisitionCo

The obligations of Lateral and AcquisitionCo to complete the Amalgamation shall be subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived in whole or in part by such Parties, but only if all such Parties waive, without prejudice to the right of any such Party to rely on any other condition in its favour:

(a) CANHaul shall have performed in all material respects each covenant or obligation to be performed by it under this Agreement in favour of Lateral and AcquisitionCo at or prior to the Effective Time;

(b) the representations and warranties of CANHaul set forth in this Agreement shall be true and correct in all material respects at and as of the Effective Time (as if made on and as of that time) except as affected by the transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date;

(c) CANHaul shall be in compliance in all material respects with all of its obligations hereunder;

(d) from the date hereof until the Effective Date, there shall not have been any Material Adverse Effect on CANHaul; and

(e) the proceeds of the Bridge Financing shall have been utilized as specified in Schedule 6.2(e).

6.3 Conditions of CANHaul

The obligation of CANHaul to complete the Amalgamation shall be subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived in whole or in part by CANHaul, without prejudice to the right of CANHaul to rely on any other condition in its favour:

(a) each of Lateral and AcquisitionCo shall have performed in all material respects each covenant or obligation to be performed by it under this Agreement in favour of CANHaul at or prior to the Effective Time;

(b) the BC Registrar shall have authorized the Continuance pursuant to the requirements of the BCBCA;

(c) the representations and warranties of Lateral and AcquisitionCo set forth in this Agreement shall be true and correct in all material respects at and as of the Effective Time (as if made on and as of that time) except as affected by the transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date;

(d) Lateral and AcquisitionCo shall be in compliance in all material respects with all of their respective obligations hereunder;

(e) the Offering shall have been completed on or before September 30, 2016;

(f) from the date hereof until the Effective Date, there shall not have been any Material Adverse Effect on Lateral;

(g) the New Option Plan shall have been adopted by the directors of Lateral and the existing Lateral Stock Option Plan shall have been terminated by the directors of Lateral, the New Option Plan Resolution shall have been duly approved by the Lateral Shareholders at the Lateral Meeting and the TSXV shall have given its final acceptance of the New Option Plan;

(h) the Lateral RSU Plan shall have been adopted by the directors of Lateral, the Lateral RSU Plan Resolution shall have been duly approved by the Lateral Shareholders at the Lateral Meeting and the TSXV shall have given its final acceptance of the Lateral RSU Plan;

(i) articles of amendment giving effect to the Share Consolidation Resolution and the Name Change Resolution shall have been filed by Lateral with the BC Registrar and a certificate of amendment in respect thereof shall have been obtained by Lateral;

(j) articles of continuance giving effect to the Continuance Resolution shall have been filed with the BC Registrar and the AB Registrar and a Certificate of Continuance in respect thereof shall have been obtained by Lateral and a copy of such Certificate of Continuance shall have been filed with the BC Registrar; and

(k) all of the directors and officers of Lateral and AcquisitionCo shall have resigned and provided to Lateral or AcquisitionCo, as applicable, releases of all claims (other than claims with respect to which such directors and officers are entitled to an indemnity at the date of this Agreement or by-laws in force at the date of this Agreement) which such Persons may have against Lateral or AcquisitionCo, as applicable, in their capacity as directors or officers of Lateral or AcquisitionCo, as applicable, such resignations and releases to be effective as of the Effective Date and in form and substance satisfactory to CANHaul, acting reasonably, and the New Board Nominees.

6.4 Merger of Conditions

The conditions set out in Sections 6.1, 6.2 and 6.3 will be conclusively deemed to have been satisfied, waived or released upon the filing by CANHaul and AcquisitionCo of the Articles of Amalgamation and the Certificate of Amalgamation being issued by the Director in compliance with the terms hereof.

6.5 Expenses

Each of CANHaul and Lateral shall pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses) in connection with the Transaction.

6.6 Notice and Cure Provisions

Each Party hereto shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Effective Date;

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party on or before the Effective Date; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the other Party contained in Section 6.1, 6.2 or 6.3, as the case may be.

Subject as herein provided, a Party may:

(a) elect not to complete the transactions contemplated hereby by virtue of any of the conditions for its benefit contained in Section 6.1, 6.2 or 6.3 not being satisfied or waived; or

(b) exercise any termination right arising therefrom; provided, however, that:

    (i) promptly and in any event prior to the Effective Date, the Party hereto intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and

    (ii) if any such notice is delivered, and a Party proceeds diligently, at its own expense, to cure such matter, if such matter is capable of being cured, the Party that has delivered such notice may not terminate this Agreement until the lesser of 10 days from the date of delivery of such notice and the number of days remaining before the earlier of the Effective Date and the Outside Date.

ARTICLE 7
TERMINATION AND AMENDMENT

7.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the Lateral Meeting or the CANHaul Meeting, be amended by written agreement of the Parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall be permitted subsequent to the CANHaul Meeting if such amendment changes the provisions hereof regarding the consideration to be received by securityholders of CANHaul without approval by such securityholders of CANHaul given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

(a) Subject to Section 6.6, if any of the conditions contained in Article 6 hereof shall not be fulfilled or performed by the Outside Date or such other date as the Parties may agree upon in writing (the **"Termination Date"**), and such condition is contained in:

(i) Section 6.1 hereof, either of Lateral or CANHaul may terminate this Agreement by notice to the other Party;

(ii) Section 6.2 hereof, Lateral may terminate this Agreement by notice to CANHaul; and

(iii) Section 6.3 hereof, CANHaul may terminate this Agreement by notice to Lateral;

(b) CANHaul may terminate this Agreement at any time upon a breach by Lateral of Section 5.2(b) hereof;

(c) Lateral may terminate this Agreement at any time upon a breach by CANHaul of Section 5.3(b) hereof;

(d) Lateral may terminate this Agreement if it determines to accept an Alternative Transaction Proposal pursuant to Section 5.2(b) hereof; and

(e) CANHaul may terminate this Agreement if it determines to accept an Alternative Transaction Proposal pursuant to Section 5.3(b) hereof.

If this Agreement is terminated as aforesaid, the Party terminating this Agreement shall be released from all obligations under this Agreement other than those provided for in Section 7.3, all rights of specific performance against such Party shall terminate and, unless such Party can show that the condition or conditions the non-performance of which has caused such Party to terminate this Agreement were reasonably capable of being performed by the other Party, then the other Party shall also be released from all obligations hereunder; and further provided that any of such conditions may be waived in full or in part by any of the Parties without prejudice to its rights of termination in the event of the non-fulfillment or non- performance of any other condition.

7.3 Non-Completion Fee

In the event of the termination of this Agreement:

(a) by CANHaul pursuant to Section 7.2(b) or by Lateral pursuant to Section 7.2(d), Lateral shall pay to CANHaul $250,000 as liquidated damages in immediately available funds, to an account designated by CANHaul, immediately upon such termination, and after such termination but prior to the payment of such amount, Lateral shall be deemed to hold such funds in trust for CANHaul; or

(b) by Lateral pursuant to Section 7.2(c) or by CANHaul pursuant to Section 7.2(e), CANHaul shall pay to Lateral $250,000 as liquidated damages in immediately available funds, to an account designated by Lateral, immediately upon such termination, and after such termination but prior to the payment of such amount, CANHaul shall be deemed to hold such funds in trust for Lateral.

Neither CANHaul nor Lateral shall be obligated to pay more than $250,000 each pursuant to this Section 7.3.

7.4 Mutual Termination

This Agreement may, at any time before or after the holding of the CANHaul Meeting, but no later than the last Business Day immediately preceding the Effective Date, be terminated by mutual agreement of the directors of CANHaul and Lateral without further action on the part of the shareholders of CANHaul or Lateral, and, if the Amalgamation does not become effective on or before the Outside Date, either CANHaul or Lateral may unilaterally terminate this Agreement, which termination will be effective upon a resolution to that effect being passed by its directors and notice thereof being given to the other of them.

ARTICLE 8
GENERAL

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally or by telecopy addressed to the recipient as follows:

To CANHaul:	300, 1711 – 10th Avenue S.W. Calgary, Alberta T3C 0K1 Attention: Brent Moore Email: bmoore@cantelematics.com
with a copy (which shall not constitute notice for the purposes of the Agreement) to:	McMillan LLP 1700, 421-7th Avenue S.W. Calgary, Alberta T2P 4K9 Attention: Will Van Horne Email: will.vanhorne@mcmillan.ca
To Lateral or AcquisitionCo:	Lateral Gold Corp. 830 – 1100 Melville Street Vancouver, British Columbia V6E 4A6 Attention: John Veltheer Email: john@veltheer.com
with a copy (which shall not constitute notice for the purposes of the Agreement) to:	Clark Wilson LLP 900 – 885 West Georgia Street Vancouver, British Columbia V6C 3H1 Attention: Virgil Hlus Email: vhlus@cwilson.com

or to such other address as the relevant Party may from time to time advise by notice in writing given pursuant to this Section 8.1. Any notice that is delivered shall be deemed to have been delivered on the date of delivery to such address if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. (local time at the place of receipt) or on a non-Business Day. Any notice sent by email shall be deemed to have been delivered on the date of transmission (for which confirmed receipt is provided to the sender) if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or the next Business Day if delivered after 5:00 p.m. or on a non-Business Day.

8.2 Assignment

No Party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Parties hereto.

8.3 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8.4 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting the same.

8.5 Governing Law

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

8.6 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

8.7 Public Announcements

Each of the Parties shall cooperate with the other Parties in releasing information concerning this Agreement and the transactions contemplated hereby, and shall furnish to and discuss with the other Party drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any Party without the prior consent of the other Party, such consent not to be unreasonably withheld; provided that nothing contained herein shall prevent any Party hereto at any time from furnishing any information to any governmental agency or regulatory authority or to the public if so required by applicable law.

8.8 Further Assurances

Each Party will from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated hereby and to fulfill any reporting requirements relating to pre-Effective Date periods.

8.9 Counterparts and Electronic Transmission

This Agreement and any amendment, supplement or restatement to or of this Agreement may be executed and delivered in one or more counterparts each of which when executed and delivered shall be deemed an original, but all of which together shall be deemed to constitute one and the same instrument. Electronic transmission of an executed counterpart of this Agreement and any amendment, supplement or restatement to or of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

LATERAL GOLD CORP.

Per: *"John Veltheer"*
Name: John Veltheer
Title: President and Chief Executive Officer

CANHAUL INTERNATIONAL CORP.

Per: *"Brent Moore"*
Name: Brent Moore
Title: President and Chief Executive Officer

1973460 ALBERTA LTD.

Per: *"John Veltheer"*
Name: John Veltheer
Title: President and Chief Executive Officer

Exhibit 1
Articles of Amalgamation

Articles of Amalgamation

Business Corporations Act
Section 185

1. NAME OF AMALGAMATED CORPORATION

CANHAUL INTERNATIONAL CORP.

2. THE CLASSES OF SHARES, AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE:

Unlimited number of common shares

3. RESTRICTIONS ON SHARE TRANSFERS (IF ANY):

See schedule

4. NUMBER, OR MINIMUM AND MAXIMUM NUMBER OF DIRECTORS:

Minimum of 1, maximum of 10

5. IF THE CORPORATION IS RESTRICTED FROM CARRYING ON A CERTAIN BUSINESS OR RESTRICTED TO CARRYING ON A CERTAIN BUSINESS, SPECIFY THE RESTRICTION(S):

NONE

6. OTHER PROVISIONS (IF ANY):

See Schedule

7. NAME OF AMALGAMATING CORPORATIONS
CORPORATE ACCESS NUMBER

CANHaul International Corp.	2010207245
1973460 Alberta Ltd.	2019734603

Name of Person Authorizing (please print)	Signature
Title (please print)	Date

RESTRICTIONS ON SHARE TRANSFERS
attached to and forming part of the Articles of
CANHaul International Corp.
(the "Corporation")

Securities of the corporation, other than non-convertible debt securities, shall be restricted and no such securities shall be transferred without the consent of either:

a) the directors of Corporation, expressed by a resolution passed by the board of directors of the Corporation at a meeting of directors or by an instrument or instruments in writing signed by a majority of the directors of the Corporation; or

b) the holder or holders of a majority of the outstanding shares of the Corporation entitled to vote expressed by resolution passed at a meeting of the shareholders of the Corporation or by an instrument or instruments in writing signed by the holder or holders of a majority of the outstanding shares of the Corporation entitled to vote at meetings of shareholders of the Corporation;

which consent may be given either prior or subsequent to the time of transfer of such securities.

OTHER RULES OR PROVISIONS
attached to and forming part of the Articles of
CANHaul International Corp.
(the "Corporation")

1. Subject to the *Business Corporations Act* (Alberta), the directors may, between annual general meetings, appoint one or more additional directors who shall hold office until the next annual general meeting, but the number of the additional directors shall not at any time exceed one-third of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

2. The Corporation shall have a lien on a share registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to the Corporation, including an amount unpaid in respect of a share issued by a body corporate on the date that it was continued under the *Business Corporations Act* (Alberta), and such lien shall be enforced in accordance with the bylaws of the Corporation.

Schedule 2.3
Securities on Amalgamation

664,614 Lateral RSUs exercisable for 664,614 Lateral Shares or cash based on the trading price of the Lateral Shares on the TSXV.

240,720 Lateral Options to acquire 240,720 Lateral Shares at an exercise price of $1.50 expiring on September 23, 2023.

156,468 Lateral Options to acquire 156,468 Lateral Shares at an exercise price of $1.50 expiring on September 23, 2023.

120,360 Lateral Options to acquire 120,360 Lateral Shares at an exercise price of $1.50 expiring on September 23, 2023.

120,360 Lateral Options to acquire 120,360 Lateral Shares at an exercise price of $1.50 expiring on September 23, 2023.

42,973 Lateral Options to acquire 42,973 Lateral Shares at an exercise price of $1.50 expiring on January 7, 2024.

29,189 Lateral Options to acquire 29,189 Lateral Shares at an exercise price of $1.50 expiring on January 7, 2024.

36,108 Lateral Options to acquire 36,108 Lateral Shares at an exercise price of $1.50 expiring on January 7, 2024.

65,297 Lateral Options to acquire 65,297 Lateral Shares at an exercise price of $1.50 expiring on January 7, 2024.

266,666 Lateral Warrants to acquire 266,666 Lateral Shares at an exercise price of $1.50 expiring on August 22, 2020.

$175,000 principal amount of CANHaul Convertible Debentures being exchangeable for 262,500 post-Consolidation Lateral Shares.

Schedule 4.1(e)
CANHaul Capitalization

The authorized capital of CANHaul consists of:

- an unlimited number of Class A common shares;
- an unlimited number of Class B common shares;
- an unlimited number of Class C common shares;
- an unlimited number of Class D common shares;
- an unlimited number of Class E common shares;
- an unlimited number of Class F common shares;
- an unlimited number of Class G non-cumulative redeemable preferred shares;
- an unlimited number of Class H cumulative redeemable preferred shares;
- an unlimited number of Class I non-cumulative redeemable preferred shares;
- an unlimited number of Class J non-cumulative redeemable preferred shares;
- an unlimited number of Class K voting preferred shares;
- an unlimited number of Class L non-voting preferred shares; and
- an unlimited number of Class L Series A non-voting preferred shares.

As of the date of the Agreement there are 2,361,332 CANHaul Class A Shares, 8,428,655 CANHaul Class B Shares and 1,218,202 Class L Series A non-voting preferred shares issued and outstanding.

Schedule 4.1(f)
CANHaul Rights

811,475 CANHaul Options to acquire 811,475 CANHaul Class B Shares.

1,218,202 CANHaul Preferred Shares convertible into 1,400,933 CANHaul Class B Shares.

664,614 CANHaul RSUs.

900,332 CANHaul Warrants to acquire 900,332 CANHaul Class B Shares.

337,657 CANHaul Class B Shares to be issued to certain employees of CANHaul in accordance with their terms of employment.

Schedule 4.1(u)
CANHaul Material Contracts

(a) This Agreement.

[REDACTED – customer and supplier information]

Schedule 4.1(x)
CANHaul Consents, Approvals or Filings

(a) Approval of the TSXV.

(b) Filings with securities commissions pursuant to Applicable Securities Laws in connection with the CANHaul Debt Restructuring and the CANHaul Bridge Financing.

(c) Filings pursuant to the ABCA in connection with the Amalgamation.

Schedule 4.1(y)
CANHaul Employment Agreements

[REDACTED – Employee personal information]

Schedule 4.2(e)
Lateral Capitalization

Authorized Capital:

Unlimited common shares, no par value.

Issued:

10,190,964 Lateral Shares

Schedule 4.2(f)
Lateral Rights

47,770 Lateral Options outstanding, each of which is exercisable into one pre-Consolidation Lateral Share at an exercise price of $2.50 per Lateral Share until June 17, 2017.

306,108 Lateral Warrants outstanding, each of which is exercisable into one pre-Consolidation Lateral Share at an exercise price of $2.50 per Lateral Share until June 15, 2017.

Schedule 4.2(w)
Lateral Material Contracts

(a) This Agreement.

(b) A registrar and transfer agency agreement dated as of April 28, 1999 between AVC Venture Capital Corp., a predecessor to Lateral, and Pacific Corporate Trust Company, a predecessor to Computershare Trust Company of Canada.

(c) Consulting Agreement dated March 1, 2012, between Lateral and iO Corporate Services Ltd.

Schedule 4.2(z)
Lateral Consents, Approvals or Filings

(a) Approval of the TSXV.

(b) Filings with securities commissions pursuant to Applicable Securities Laws in connection with the Offering.

(c) Filings pursuant to the BCBCA and ABCA in connection with the Amalgamation, the Continuance and the Consolidation.

Schedule 6.2(e)

CANHaul Bridge Financing Use of Proceeds

[REDACTED – financial information]