

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 7th day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the "**Fund**")

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada ("**TFI Holdings**")

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada ("**New TransForce**")

AND: **JOLINA CAPITAL INC.** (the "**Securityholder**")

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the "**TransForce Parties**") are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the "**Reorganization**");

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an "arrangement" pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the plan of arrangement pursuant to which the Fund will be converted into New TransForce (the "**Plan of Arrangement**") attached as Exhibit 1 to, and forming part of, the Arrangement Agreement entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust on April 2, 2008 (the "**Arrangement Agreement**");

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the "**Subject Securities**");

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

WHEREAS as a condition of its willingness to enter into this Agreement, it is recognized that the Securityholder will have the option to do the Reorganization on a rollover basis for tax purposes if it so elects and the Parties commit to sign the prescribed forms

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

“Special Resolution” means collectively the Unitholders’ Special Resolution and the TFI Shareholders’ Special Resolution, to approve the Plan of Arrangement, in substantially the form attached as Schedules A and B, respectively, of the Proxy Circular.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder hereby agrees to take, or cause to be taken, the necessary actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, the things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder hereby agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time; (ii) termination of the Arrangement Agreement as permitted thereby; and (iii) May 31, 2008 in the eventuality the Final Order is not obtained by such date. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

(print or type name of Securityholder)

JOLINA CAPITAL INC.

(print or type name of Securityholder)

Signature of Securityholder

By: (signed) Joe Marsilii

Name: JOE MARSILII

Title: VICE-PRESIDENT,
INVESTMENTS AND FINANCE

(signed) France Castonguay

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **JOLINA CAPITAL INC.**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

885,137 Trust Units of TransForce Income Fund

13,663,966 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

13,663,966 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 1st day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **ALAIN BÉDARD** and **6008356 CANADA INC.** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) *Organization and Authority*

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) *Authorization*

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) *Execution and Enforceability*

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) *No Conflict*

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

**ARTICLE 3
OBLIGATIONS OF SECURITYHOLDER**

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

ALAIN BÉDARD

6008356 CANADA INC.

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Alain Bédard

By: *(signed) Alain Bédard*

Signature of Securityholder

Name: Alain Bédard

Title: Président

(signed) Josiane-Mélanie Langlois

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **ALAIN BÉDARD and 6008356 CANADA INC.**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

4,468,598 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 7th day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **ANDRÉ BÉRARD** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

**ARTICLE 3
OBLIGATIONS OF SECURITYHOLDER**

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, “**Transfer**”), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

ANDRÉ BÉRARD

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) André Bérard

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Francine Lévesque

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **ANDRÉ BÉRARD**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

16,692 Trust Units of TransForce Income Fund

8,000 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

8,000 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **RICHARD GUAY** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

**ARTICLE 4
TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

**ARTICLE 5
GENERAL PROVISIONS**

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

**If the Securityholder is a corporation or
other entity:**

RICHARD GUAY

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Richard Guay

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Richard Bédard

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **RICHARD GUAY**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

5,645 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 7th day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **JOE MARSILII** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the plan of arrangement pursuant to which the Fund will be converted into New TransForce (the “**Plan of Arrangement**”) attached as Exhibit 1 to, and forming part of, the Arrangement Agreement entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust on April 2, 2008 (the “**Arrangement Agreement**”);

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

“Special Resolution” means collectively the Unitholders’ Special Resolution and the TFI Shareholders’ Special Resolution, to approve the Plan of Arrangement, in substantially the form attached as Schedules A and B, respectively, of the Proxy Circular.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder hereby agrees to take, or cause to be taken, the necessary actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, the things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder hereby agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time; (ii) termination of the Arrangement Agreement as permitted thereby; and (iii) May 31, 2008 in the eventuality the Final Order is not obtained by such date. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

JOE MARSILII

(print or type name of Securityholder)

(signed) Joe Marsilii

Signature of Securityholder

(signed) France Castonguay

Witness

(print or type name of Securityholder)

By: _____

Name: _____

Title: _____

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **JOE MARSILII**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

32,258 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **RONALD D. ROGERS** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

**If the Securityholder is a corporation or
other entity:**

RONALD D. ROGERS

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Ronald D. Rogers

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Ann R. Rogers

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND

By its Administrator,

TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **RONALD D. ROGERS**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

11,982 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **JOEY SAPUTO** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

**ARTICLE 4
TERMINATION**

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

**ARTICLE 5
GENERAL PROVISIONS**

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

JOEY SAPUTO

(print or type name of Securityholder)

(signed) Joey Saputo

Signature of Securityholder

(signed) Josiane-Mélanie Langlois

Witness

(print or type name of Securityholder)

By: _____

Name: _____

Title: _____

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **JOEY SAPUTO**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

167,746 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[***Note:** Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 1st day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the "**Fund**")

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada ("**TFI Holdings**")

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada ("**New TransForce**")

AND: **JOHANNE DEAN** (the "**Securityholder**")

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the "**TransForce Parties**") are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the "**Reorganization**");

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an "arrangement" pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the "**Subject Securities**");

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

**If the Securityholder is a corporation or
other entity:**

JOHANNE DEAN

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Johanne Dean

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Lyse Brunet

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **JOHANNE DEAN**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

62,624 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **SYLVAIN DESAULNIERS** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

SYLVAIN DESAULNIERS

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Sylvain Desaulniers

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Marjorie Trudel

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **SYLVAIN DESAULNIERS**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

15,168 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the "**Fund**")

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada ("**TFI Holdings**")

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada ("**New TransForce**")

AND: **JOSIANE-MÉLANIE LANGLOIS** (the "**Securityholder**")

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the "**TransForce Parties**") are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the "**Reorganization**");

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an "arrangement" pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the "**Subject Securities**");

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

"Agreement" means this Support Agreement as amended, supplemented or restated from time to time;

"Canadian Securities Laws" means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

"Canadian Securities Regulators" means the securities commission or other securities regulatory authority in each of the provinces of Canada;

"Dissent Right" means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

"Meetings" means the Unitholders' Meeting and TFI Shareholders' Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

"Party" means a party to this Agreement; and

"Reorganization Matter" means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) *Organization and Authority*

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) *Authorization*

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) *Execution and Enforceability*

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) *No Conflict*

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

JOSIANE-MÉLANIE LANGLOIS

(print or type name of Securityholder)

(signed) Josiane-Mélanie Langlois

Signature of Securityholder

(signed) Marjorie Trudel

Witness

(print or type name of Securityholder)

By: _____

Name: _____

Title: _____

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **JOSIANE-MÉLANIE LANGLOIS**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

15,403 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the “**Fund**”)

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada (“**TFI Holdings**”)

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada (“**New TransForce**”)

AND: **CHANTAL MARTEL** (the “**Securityholder**”)

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the “**TransForce Parties**”) are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the “**Reorganization**”);

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an “arrangement” pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the “**Subject Securities**”);

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

“Agreement” means this Support Agreement as amended, supplemented or restated from time to time;

“Canadian Securities Laws” means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

“Canadian Securities Regulators” means the securities commission or other securities regulatory authority in each of the provinces of Canada;

“Dissent Right” means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

“Meetings” means the Unitholders’ Meeting and TFI Shareholders’ Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

“Party” means a party to this Agreement; and

“Reorganization Matter” means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "**Transfer**"), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

If the Securityholder is a corporation or other entity:

CHANTAL MARTEL

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Chantal Martel

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Céline Saint-Amour

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **CHANTAL MARTEL**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

9,001 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.

SUPPORT AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 2nd day of April 2008.

AMONG: **TRANSFORCE INCOME FUND**, an unincorporated open-ended limited purpose trust established pursuant to the laws of Québec (the "**Fund**")

AND: **TFI HOLDINGS INC.**, a corporation incorporated under the laws of Canada ("**TFI Holdings**")

AND: **TRANSFORCE INC.**, a corporation incorporated under the laws of Canada ("**New TransForce**")

AND: **RICHARD POTVIN** (the "**Securityholder**")

RECITALS

WHEREAS TFI Holdings, New TransForce and the Fund (collectively, the "**TransForce Parties**") are proposing to enter into a transaction whereby the holders of Trust Units of the Fund and Tracking Share Units of TFI Holdings, other than TFI Operating Trust, will exchange all such securities for common shares of New TransForce (the "**Reorganization**");

WHEREAS the TransForce Parties propose to implement such Reorganization by way of an "arrangement" pursuant to section 192 of the *Canada Business Corporations Act* and article 1294 of the Civil Code of Québec (or such other business combination or transaction as they shall deem appropriate and effective under the circumstances), on the terms and conditions set out in the Plan of Arrangement attached as Exhibit 1 to, and forming part of, the Arrangement Agreement to be entered into among TFI Holdings, New TransForce, 4422015 Canada Inc., the Fund and TFI Operating Trust;

WHEREAS the Securityholder owns, or has the right to acquire or exercise voting or investment power over, whether directly or indirectly, the TransForce Securities appearing on Schedule A hereto (such TransForce Securities together with any other TransForce Securities acquired by such Securityholder or over which the Securityholder may acquire direct or indirect voting or investment power after the date hereof and during the term of this Agreement, are collectively referred to herein as the "**Subject Securities**");

WHEREAS, as a condition to their willingness to enter into the Arrangement Agreement and implement the Reorganization, the TransForce Parties require that the Securityholder enter into this Agreement and deliver same to them, and in order to induce them to implement the Reorganization and enter into the Arrangement Agreement, the Securityholder has agreed to do so.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined in the Recitals, in this Section 1.1, or elsewhere in this Agreement, shall have the specific meaning attributed to them therein. All other terms that are capitalized and not otherwise defined herein shall have the meaning attributed to them in the Arrangement Agreement and Plan of Arrangement.

"Agreement" means this Support Agreement as amended, supplemented or restated from time to time;

"Canadian Securities Laws" means all applicable securities laws in the provinces of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders and forms under such laws and the applicable published policy statements of and any exempting orders issued by the Canadian Securities Regulators;

"Canadian Securities Regulators" means the securities commission or other securities regulatory authority in each of the provinces of Canada;

"Dissent Right" means the right of a Unitholder or of a TFI Shareholder, as the case may be, to dissent with respect to the Special Resolutions or any other resolution relating to a Reorganization Matter and to be paid the fair value of the TransForce Securities in respect of which such holder dissents, whether provided under section 190 of the CBCA, the Interim Order or by any judicial, regulatory or other order or decision or otherwise;

"Meetings" means the Unitholders' Meeting and TFI Shareholders' Meeting, or either of them as the context requires, and includes, for greater certainty, any meeting of the holders of Units or TFI Shares, whether general or special, that may be called and held to consider the Reorganization, Arrangement, Arrangement Agreement or any Reorganization Matter, or for any other proper purpose as may be set out in the notice for such meeting, and any adjournment thereof;

"Party" means a party to this Agreement; and

"Reorganization Matter" means any matter, proposal or resolution to be considered, any action or step to be taken, any thing to be done, any decision to be discussed or taken, and any document to be approved as part of, in connection with or related to the implementation of the Reorganization, Arrangement or Arrangement Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to each of the TransForce Parties as follows:

(a) ***Organization and Authority***

The Securityholder is, if not a natural person, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the requisite corporate, company, partnership or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by the Securityholder, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate, company, partnership or other action and proceedings on the part of the Securityholder, and no other such action or proceedings on the part of the Securityholder are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder, enforceable against the Securityholder in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by the Securityholder, and the performance by the Securityholder of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of, or result in the creation of any Encumbrance upon any of the assets of the Securityholder under, any provision of:

- (i) the constating documents of the Securityholder;
- (ii) any material contract to which the Securityholder is a party or to which any of the properties or assets of the Securityholder is subject, save, where applicable, the TFI Shareholders' Agreement; or
- (iii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to the Securityholder or its properties or assets.

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to the Securityholder in connection with the execution and delivery of this Agreement and the performance by such Securityholder of its obligations hereunder.

(f) ***Subject Securities***

The Securityholder: (i) is the full and absolute owner of the Subject Securities, with good and marketable title thereto, free and clear of any Encumbrances; (ii) as of the date hereof, other than as set forth on Schedule A hereto, does not own, or have the right to acquire or exercise voting or investment power over, whether directly or indirectly, any TransForce Securities; and (iii) has the sole right to Transfer (as defined in section 3.1(d) hereof) and direct the voting of the Subject Securities and, without limiting the generality of (i) and (ii) above, none of such Subject Securities is subject to any voting trust or other agreement, arrangement or restriction with respect to the Transfer or the voting of the Subject Securities, other than, where applicable, the TFI Shareholders Agreement.

2.2 Representations and Warranties of the TransForce Parties

Each TransForce Party hereby represents and warrants to the Securityholder as follows:

(a) ***Organization and Authority***

Each of TFI Holdings and New TransForce is duly incorporated, validly existing and in good standing under the CBCA, with all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The Fund is a duly constituted open-ended limited purpose trust established pursuant to the laws of Québec, with the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) ***Authorization***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other similar action or proceedings on the part of each of the TransForce Parties and no other corporate or other similar action or proceedings on the part of the TransForce Parties are necessary to authorize the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder.

(c) ***Execution and Enforceability***

This Agreement has been duly executed and delivered by each of the TransForce Parties and constitutes a valid and binding obligation of each of them, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting the rights and remedies of creditors generally and general principles of equity (whether considered in a proceeding in equity or at law).

(d) ***No Conflict***

The execution and delivery of this Agreement by each of the TransForce Parties, and the performance by each such TransForce Party of its obligations hereunder, do not and will not conflict with, or result in any violation or breach of

- (i) the constating documents of such TransForce Party in effect on the date of this Agreement; or
- (ii) any statute, law, ordinance, rule or regulation, judgment, order or decree, applicable to such TransForce Party or its properties or assets;

(e) ***Approvals of Governmental Authorities***

No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required by or with respect to a TransForce Party in connection with the execution and delivery of this Agreement and the performance by such TransForce Party of its obligations hereunder, except for: (i) filings under applicable Canadian Securities Laws and filing of appropriate documents as required by the CBCA; and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made individually or in the aggregate could not reasonably be expected to impair in any material respect the ability of such TransForce Party to perform its obligations under this Agreement or prevent or materially delay the consummation of any of the transactions contemplated hereby.

ARTICLE 3 OBLIGATIONS OF SECURITYHOLDER

Until the termination of this Agreement in accordance with Article 4, the Securityholder irrevocably agrees to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with each of the TransForce Parties in doing, all things necessary, proper or advisable to support, to consummate and make effective, in the most expeditious manner practicable, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, and any Reorganization Matter. Without limiting the generality of the foregoing, the Securityholder irrevocably agrees as set out in this Article 3.

3.1 Exercise of Rights

(a) ***Voting Rights***

The Securityholder shall exercise or cause to be exercised all voting rights attaching to the Subject Securities in favour of the Special Resolution on which it is entitled to vote, the implementation of the Reorganization and the Arrangement; in particular, and without limiting the generality of the foregoing, whether at any Meeting or in any other circumstances upon which a vote, consent or other approval with respect to the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement and any Reorganization Matter is sought, the Securityholder shall vote (or cause to be voted) the Subject Securities in favour thereof.

(b) ***Proxies***

The Securityholder covenants and agrees that it shall, at the request of a TransForce Party: (i) not later than five days prior to the date of the relevant Meeting, deliver or cause to be delivered to such TransForce Party duly-executed proxies, in favour of the TransForce Party so requesting same, voting in favour of the Special Resolution on which it is entitled to vote, the Reorganization, the Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter to come before the Meeting, as the case may be; and (ii) such proxies will not be revoked.

(c) ***Dissent Rights***

The Securityholder shall not exercise any Dissent Rights in connection with the Special Resolutions, Reorganization, Arrangement, any other transactions or steps contemplated by the Arrangement Agreement and the Plan of Arrangement, or any Reorganization Matter.

(d) ***Transfer of Subject Securities***

The Securityholder agrees not to: (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, “**Transfer**”), or enter into any contract, option or other arrangement (including any profit-sharing arrangement) with respect to the Transfer of the Subject Securities to any person; or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, in relation to the Subject Securities, and agrees not to commit or agree to take any of the foregoing actions.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate upon the earlier of: (i) the Effective Time, and (ii) termination of the Arrangement Agreement as permitted thereby. In the event of the termination of this Agreement pursuant to this section 4.1, except as set forth herein, this Agreement shall forthwith become null and void, there shall be no liability on the part of any of the parties, and except as set forth herein, all rights and obligations of each party hereto shall cease; provided, however, that no such termination of this Agreement shall relieve any party hereto from any liability for any willful and material breach of any provision of this Agreement prior to termination.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances

The Securityholder will, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as a TransForce Party may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

5.2 Successors, Assigns and Transferees

The Securityholder agrees that this Agreement and the obligations hereunder shall attach to the Subject Securities and shall be binding upon any person or entity to which legal or beneficial ownership of the Subject Securities shall pass, whether by operation of law or otherwise, including the Securityholder's heirs, guardians, administrators or successors, and the Securityholder further agrees to take all actions necessary to effectuate the foregoing. TransForce Securities acquired after the date hereof shall be added to the number of Subject Securities listed on Schedule A hereto and this Agreement and the representations, warranties, covenants, agreements and obligations hereunder shall apply to all such additional TransForce Securities.

5.3 Remedies

The Securityholder acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by it, and that any such breach would cause the TransForce Parties irreparable harm. Accordingly, the Securityholder agrees that in the event of any breach or threatened breach of this Agreement, the TransForce Parties, in addition to any other remedies at law or in equity that they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement in such jurisdiction, or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.5 Amendment

This Agreement may be amended only by means of a written instrument executed and delivered by both the Securityholder and the TransForce Parties.

5.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

5.7 Counterparts

For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

If the Securityholder is an individual;

**If the Securityholder is a corporation or
other entity:**

RICHARD POTVIN

(print or type name of Securityholder)

(print or type name of Securityholder)

(signed) Richard Potvin

Signature of Securityholder

By: _____

Name: _____

Title: _____

(signed) Salvatore Vitale

Witness

TFI HOLDINGS INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INCOME FUND
By its Administrator,
TRANSFORCE ADMINISTRATION INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

TRANSFORCE INC.

By: (signed) Alain Bédard
Name: **ALAIN BÉDARD**
Title: **PRESIDENT AND CEO**

SCHEDULE A

Name and Address of Securityholder: **RICHARD POTVIN**

Number and type of TransForce Securities owned of record or beneficially or otherwise directed or controlled by the Securityholder:

20,367 Trust Units of TransForce Income Fund

0 *Special Voting Units of TransForce Income Fund

[*Note: Holders of Tracking Share Units only. The number of Special Voting Units is to be identical to the number of Tracking Share Units indicated below.]

0 Tracking Share Units of TFI Holdings Inc.