# EXHIBIT I – CORRESPONDENCE BETWEEN THE RECEIVER AND KOPLOWITZ

- Correspondence dated May 18, 2010 from Aird & Berlis LLP to Chanderkant's counsel, Fred Tayar & Associates.
- 2. Response dated May 25, 2010 from Marc Koplowitz Associates, Chanderkant's counsel.
- 3. Correspondence dated June 10, 2010 from Aird & Berlis LLP to Marc Koplowitz Associates.
- 4. Correspondence dated June 21, 2010 from Marc Koplowitz Associates to Aird & Berlis LLP.
- 5. Correspondence dated June 28, 2010 from Aird & Berlis LLP to Marc Koplowitz Associates.
- 6. Correspondence dated June 30, 2010 from Aird & Berlis LLP to Marc Koplowitz Associates.
- 7. Correspondence dated July 6, 2010 from Marc Koplowitz Associates to Aird & Berlis LLP.

### AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English Direct 416.865.4748 E-mail: renglish@airdberlis.com

May 18, 2010

VIA EMAIL

Fred Tayar Fred Tayar & Associates 900-20 Queen Street West Toronto, ON M5H 3R3

Dear Sir:

Re:

Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Receiver")

The Receiver has become aware of several vehicles which were transferred from either FTI or FKI to either the Jains, or to one Peter Landy (a sales agent who the Receiver understands works for Alumi-Bunk Corporation), or TruckDepot Expedite Inc., immediately prior to the date of the Receivership, including 2 vehicles which we have previously written to you about (see attached letter dated March 29, 2010 for your reference). Specifically:

- 2002 BMW 51A Sedan, VIN# WBADT63432CH86839 transferred to Kant Jain (Feb. 2, 2010)
- 2006 Ford TSE Sedan, VIN# 1FAFP53U86A147483 transferred to Peter Landy (Feb. 3, 2010)
- 2004 Chrysler SLT Convertible, VIN# 1C3EL6574N302891 transferred to Peter Landy (Feb. 3, 2010)
- 4. 2005 Lexus R33 Utility, VIN# 2T2HA31U75C044668 transferred to Soniya Jain (Feb. 2, 2010)
- 5. 2007 Mercedes MC5 Sedan, VIN# WDDDJ72X87A114629 transferred to Soniya Jain (Feb. 3, 2010)
- 6. 2004 Volvo V7F Station Wagon, VIN# YV1SW59VX42364319 transferred to TruckDepot Expedite Inc. (Feb. 2, 2010)
- 7. 2005 Mercedes ECD Sedan, VIN# WDBUF26J05A745570 transferred to Rani Jain (Feb. 2, 2010)

Full details of the financial arrangements behind these non arm's length transfers are not available to the Receiver due to the neglect or refusal of your clients to deliver up full and accurate information relating to all vehicle transfers (as previously dealt with in separate correspondence). Given the dates of the transfers, the fact that they were made when FTI/FKI was insolvent, and the fact that there is no evidence of consideration or adequate consideration being paid, the Trustee believes these to be transactions to which Section 96 of the *Bankruptcy and Insolvency Act* applies and subject to being declared void at the application of the trustee.

As previously advised, the Receiver has received a request from Mr. Sulekh Jain to release two motor vehicles (#s 1 & 6 above, being a 2002 BMW 51A and a 2004 Volvo V70). Unless the Receiver receives information from your clients and full disclosure has been made in respect of these vehicles, and the Receiver is satisfied as to the basis for the transfer of ownership, the Receiver is not in a position to release these vehicles.

In addition, the Trustee demands the immediate return of all the other vehicles noted above (being #s 2-5 & 7).

The Trustee therefore requires your clients to transfer title of all listed vehicles back to FTI/FKI, as applicable, within 7 days, or show cause and documentation as to why he should not, failing which the Trustee will proceed to seek an appropriate declaration from the Court. Please advise as to your client's intention as soon as possible and in any event prior to the time specified.

Yours very truly,

AIRD & BERLIS LLP

Robb English

D. Robb English DRE/sm

cc Bob Bougie, Brenda Wong (via email)
Marc Koplowitz (via email)

6738969.3



# Marc Koplowitz Associates Barristers & Solicitors

Downtown

Telephone: (416) 368-1100

Facsimile: (416) 368-1998

Suite 2900 390 Bay Street Toronto, Ontario M5H 2Y2

Uptown

Telephone: (416) 667-8000 Facsimile: (416) 667-8004

Suite 600

1000 Finch Avenue West

Toronto, Ontario

M3J 2V5

Please reply to: Downtown

## SENT BY FACSIMILE TRANSMISSION

May 25, 2010

Aird & Berlis LLP Barristers & Solicitors Brookfield Place 181 Bay Street **Suite 1800** Box 754 Toronto, ON M5J 2T9

Attention: Mr. D. Robb English

Dear Sirs:

Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc.

(the "Receiver") Our File No: 30191

Please be advised that this firm, and specifically the undersigned, has been retained by Chanderkant ("Kant") Jain and such of his companies that are not currently in Receivership or Bankruptcy.

I have had referred to me your correspondence dated May 18, 2010 addressed to Mr. Tayar at Fred Tayar & Associates. Your correspondence, inter alia, requests information with respect to a series of seven motor vehicles. I had had a brief opportunity to review the matter of these vehicles with my client and provide the following information in response to your correspondence.

My client takes strong issue as well with the reference in your correspondence to his failing to cooperate with your information request. My client has endeavoured to co-operate at all times with the Receiver/Trustee and it has taken a considerable amount of time for my client to be able to review and obtain such records as may still be available to him in support of the facts set out in this correspondence. My client vehemently denies any impropriety with respect to the Bankruptcy and Insolvency Act or otherwise.

With respect to the numbering sequence in your correspondence I note as follows:

### 1. 2002 BMW 51A Sedan

Attached is a summary statement which references this vehicle. As indicated, the vehicle was purchased on April 19, 2002 using funds from an RBC Loan. The vehicle was transferred to shareholders along with the rest of the personal vehicles as a result of the company's accountants'/auditors' reconciliation which occurred for the fiscal year ended June 30, 2002. From that point, the vehicle's ownership rested with Chanderkant Jain.

### 2. 2006 Ford TSE Sedan

I am attaching several documents indicating the ownership of the subject vehicle by Alumi-Bunk Corporation ("Alumi-Bunk"). The first document evidences a wire transfer from Alumi-Bunk as purchaser to AB Leasing Group Inc. as vendor. The said transfer was for \$17,725.00 (US) which reflected payment for three vehicles. The second document references the debit from the Alumi-Bunk's bank account for the said comprehensive payment. The third document indicates the breakdown of the purchase price for the three vehicles, the final amount, namely \$4,925.00 being in respect of the subject vehicle. The next document is the actual invoice for the subject vehicle indicating the purchase price of \$4,925.00.

### 3. 2004 Chrysler SLT Convertible

With respect to this vehicle I am attaching correspondence on Financial Transport Inc. letterhead dated June 30, 2004. The correspondence is addressed to Peter Landy, the sales manager for Financial Transport Inc. at the time. The correspondence evidences FTI's transfer of ownership of the vehicle to Mr. Landy as part payment of commissions owing to him dating back to that relevant period of time.

### 4. 2005 Lexus R33 Utility and

### 5. 2007 Mercedes MC5 Sedan

The information concerning these vehicles is also set out in the summary enclosed in reference to item 1 above. With respect to the Lexus vehicle, it was purchased on or about October 14, 2004 with funds received from FTI's CIBC - Canadian Dollar account. The vehicle was in turn transferred to the shareholders effective for the company's fiscal year ended June 30, 2005 as per the company's accountants'/ auditors' reconciliation / adjusting entry #7.

3

As indicated in the summary, the answer is the same as the previous vehicle save and except that the purchase funds came from FTI's BMO US Dollar Account and that the adjusting entry by the company's accountants/auditors was in respect of the June 30, 2007 fiscal year-end adjusting entry #11.

### 6. 2004 Volvo V7F Station Wagon

I am attaching a copy of correspondence from Alumi-Bunk Corporation dated January 23, 2008 authorizing Jain Truck Centres to plate the vehicle in order to take advantage of Jain Truck Centres' fleet insurance rate.

Also attached is the Bill of Sale / Purchase Order and cheques from Alumi-Bunk Corporation in respect of the subject vehicle indicating Alumi-Bunk Corporation as purchaser.

#### 7. 2005 Mercedes ECD Sedan

I am attaching copies of the following documents. The first is the cheque issued by Alumi-Bunk Corporation for \$55,000.00 for the purchase of the subject vehicle. The second document is the subject Bill of Sale for the vehicle. The third document is the motor vehicle registration/ownership indicating Alumi-Bunk Corporation as the vehicle's owner. The fourth document is the insurance slip indicating the insured as Alumi-Bunk Corporation. The fifth document is correspondence dated September 16, 2005 from Sulekh Jain (of Alumi-Bunk Corporation) to Mr. Frank Parente from the vendor dealership indicating ownership of the vehicle in the name of Alumi-Bunk Corporation. The sixth document is correspondence from Mercedes Benz to Sulekh Jain indicating recall clearance certification for the subject vehicle. The eighth document is correspondence from the Registrar of Imported Vehicle addressed to the owner, Alumi-Bunk Corporation.

I am also attaching email correspondence from Evan Russell of FCA Insurance Group confirming that the titling of certain of the vehicles in the corporate name of Freightliner of Kingston Inc. and/or Financial Transport Inc. was for the purpose only of creating a fleet rating which could only occur with an automobile policy with five or more vehicles registered to that company acting in a sense as an informal trustee for insurability purposes.

Yours truly,

Dr. Mkaphaty

MK:lp

cc: client

cc: Fred Tayar & Associates, Attention: Fred Tayar

Dictated but not reviewed by Marc Koplowitz

As for proof to give to the lawyers you will probably have to pull out the year end files and copy the adjusting entries to show them. I don't think there is anything I can print from Quickbooks that will be satisfactory as proof. Did the receivers leave the files in the office or take them with them?

2002 BMW		Purchased $04/19/02$ funds from RBC /Loan – transferred to shareholders along with rest of personal vehicles by auditors $06/30/2002$
2006 Ford	A147483	never purchased/owned by FTI
2004 Chrysler	N302891	Purchased 06/02/2004 funds from CIBC CDN Account - Letter prepared between Mr Landy and FTI stating vehicle was in exchange for services rendered.
2005 Lexus	·C044668	Purchased 10/14/2004 funds from CIBC CDN Account - FULL amount transferred to shareholders 06/30/05 as per Auditors adjusting entry #7
2007 Mercedes	A114629	Purchased 06/22/07 funds from BMO USD Account - FULL amount transferred to Shareholders 06/30/07 via auditors adjusting entry #11
2004 Volvo	X42364319	never purchased/owned by FIT
2005 Mercedes	A745570	never purchased/owned by FTI

# 2

2004 Volvo 2005 Merceder	2007 Mercedes A114629	2005 Lexus	2008 Ford A147483 2004 Chrysler N302891	2002 BNW
X423643†i A746670		C044668	A147483 N302891	CH86838
2004 Volvo X42364318 never purchased/pwiled by FTI 2005 Mercades A745579 never purchased/owned by FTI	Purchassed 06/22/07 funds from BIVO USD Account – FULL amount transferred to Shareholders 06/30/07 via sudfors activities annu #11	Funchased 10/14/2004 funds from CIBC CDN Account – FULL amount transferred to shareholders 08/30/05 as		Purchased 04/18/02 funds from RBC /Loan — transferred to sharaholders along with rest of personal vehicles by surface of /20/20/20

416 869 0321 TO 6272#0630191#416 P.07 1:34 PM FR BGSC-SD-MKA-BA MAY 25 2010

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AB Leasing

Value Date:

May 17, 2006

Payment Amount:

17.725.00 USD

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00003-06019-4006088-USD-ALUMI BUNK CORPORATI

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072000098-1852049970-USD-AB Leasing Group Inc.

Beneficiary;

AB Leasing Group Inc.

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Approved by:

Tammy Price

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Tammy Price, May 17, 2008 at 08:44 AM ET

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# Financial transport inc.

7280 Dixle Road Mississauga, ON L5S 1E1 Tel: (905) 898-9989 Fex: (905) 596-9069 Tol: Free: (865) FT-LEASE

June 30; 2004

Peter Landy 10249 Old Church Road Caledon, ON L7E 0R2

RE: 2004 Chrysler SLT, VIN 1C39L65R74NB028B1

Dear Mr. Làndy:

Please be advised that the above mentioned vehicle was purchased by Financial Transport Inc. on June 2, 2004 in lieu of you receiving a salary for office management and commissions for assisting other salesman in the sale of Financial Transport Inc. vehicles to the value of \$6,000 per year for the years of 2004-2009. On January 1, 2010 the vehicle will than become your sole property provided that you are still providing services to Financial Transport Inc. At that time the ownership will be transferred out of Financial Transport Inc. 5 name and into yours.

Financial Transport Inc. will be responsible for any and all taxes to be paid on the vehicles until such time that the ownership is transferred into your name.

If you have any questions or concerns please contact me directly at (905) 696-9989.

Signed & Accepted

Chanderkant Jair

President

Financial Transport Inc.

Signed & Accepted

Peter Landy



Date: January 23, 2008

To Whom It May Concern;

Please be advised that we, Aliumi-Bunk Corporation hereby give Jain Truck Centers permission to license and plate the following vehicle:

Year: 2004

Make: Volvo

Model: V7F

VIN: YVISW59VX42364819

Please note that this agreement is for insurence purposes only and occasional use of the vehicle by management. We will remain the true owner of this vehicle,

Regards,

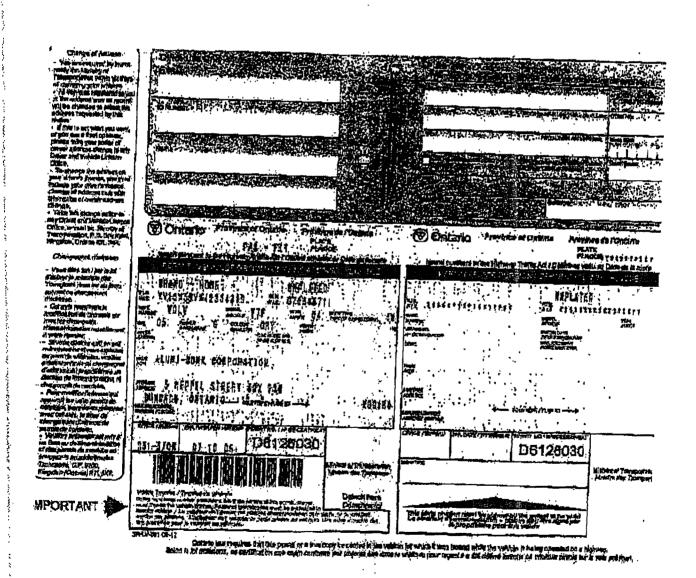
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Beneficiary:

AB Leasing Group Inc.

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# WV TRUCK & TRAILER CO.

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OUR WHEELS AREASWAYS TURNING!

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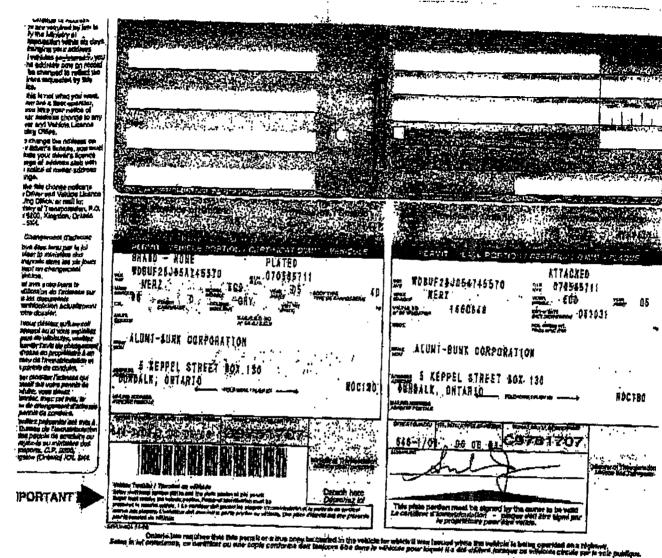
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soup 70: Aljumi-Bunk Corporation 5 Keppel Street Dundalk, ON NOC 180

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5 Keppel St Dundalk ON NOC 180 Phone: 519-923-2016 Fax: 519-923-0201

# Alumi-Bunk Corporation

- 21 -



Thanks Seiskh Jain

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201-573-0600

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We are in receipt of your request for a recall clearance letter. Before we can provide it, we will require proof of ownership in the form of a title. We will also need to have clear and legible owner information – name – address and phone number. Pls fax to 201-476-6213.

Thank you



Registrar of Imported Vehicles Registraire des véhicules importés

地 1 1 2005

405 The West Mall Teromo ON MSC 5K7 1-888-846-8200 Instructives

ALUMI BUNK CORP 5 KEPPEL ST DUNDALK, ON NOC-180

28-Jun-2005

Re: Case # F190353

5 Passenger Car WDBUF26J05A746570 2005 MERCEDES BENZ E320

Enclosed is the Inspection form - Form 2 required to complete the Federal Inspection for this vehicle. This vehicle must be brought trip compliance to later than:

Jun-27-2005

Please notify this office immediately if you experience any difficulty masting this desidine, as fallure to do so will make you liable for additional finant and possibles.

The Form 2 lists all the same that the inspection centre will be verifying, including any modifications that will be required in order to bring the verificial into compliance with applicable federal standards.

Most of our inspection centres are qualified to perform the required modifications, however, you are true to leave them completed by enjoine of your choice. In all cases it is recommended that you contact the Original Enterment Manufacturer to original entermines the required, and that you do not void any examinate. In the case of bumper modification or modification, to accommodate the critic tather enchange, you will need a latter from the manufacturer additing exactly what parts and part it's are required to perform the modifications. As well, a work order indicating the work has been completed must be presented to the inspection centre in order to pass the inspection.

In all cases, proof of recall classance documentation is electrocitized. This can only be obtained directly from the Manufacturer of their designated agent or destanting. The recall classance must be printed on a document that contains the Manufacturers brillion contains the Manufacturers brillion contains the Manufacturers brillion

When you are ready to proceed, please present this inspection form, any insuffication documents or receipts and your Vehicle import from -Form 1, along with your vehicle, to any Canadian Transfore in Canada. The RIV has retained the services of a number of independent facilities across Canada to handle specially vehicles. When the inspection is successfully completed the inspection centre will stemp the Vehicle import Form - Form 1. You will need this document for iconsing purposes.

The Registrar of Imported Values programme applies to the Federal requirements only, and depending on the class of vehicle, you may also be required to meet Provincial/Tentional standards prior to being legally licensed in your furisdiction. Plasse contact the Motor Vehicle department of your Province or Territory for more information.

Sincerely,

Gary Morierty
Deputy Registrar
Policy, Standards & Enforcement

HIT

416 869 0321 TO 6272#0630191#416 P.24 MAY 25 2010 1:39 PM FR BGSC-SD-MKA-BA Page 1 of 1

RE: Freightliner of Kingston Inc.

From: Evan Russell <arussel@icainsurance.com>

To: ckinin@eol.com

Subject: RE: Freightliner of Kingston Inc.

Date: Fri, May 21, 2010 9:38 am

Good morning Kant, we placed coverage, according to your instructions, for vehicles registered to the company name(s) for the purposes of creating a fleet rating which usually consists of an automobile policy with 5 or more vehicles registered to the company(s).

Trust the above will assist.

Regards.

Evan

C. Russiel, CAIB PCA Insurance Brokers Firstbrook, Cassie & Anderson Ltd. - Toronto Members of the Wells Fargo Globel Broker Network 1-416-488-1421 ext 239 1-800-267-0281 www.fcainsurance.com

This communication, containing privileged confidential information. Is intended solely for the person(s) to whom it is addressed. Any use, dissemination, publication or copying of this entail by anyons officition the intended recipient is strictly prohibited. In you have received this in error, please contact the series and delete the small all copies (electronic or otherwise) immediately.

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Please consider the environment before strinting this o-real?

-Original Message From: chain@apl.com [mailto:cklein@apl.com] Sent: Wednesday, May 19, 2010 11:17 PM To: Evan Russell Subject: Freightliner of Kingston Inc.

HI Evan.

Hope all is well. I was wordering if you carrdo me a favour. As you know, Freightliner of Kingston inc./Financial Transport inc is in Receivership/Bankruptcy, we had our personal care insured through a fieet policy through your brokerage.

we are having an issue with the receiver on why we had plated and had the ownerships of the cars in FTI and Freightliner of Kingstons names.

i know you had mentioned that this is the wey the insurance liked to see the ownerships and not in the personal names. Is this something you can help us out with to darily this point. any assistance would be greatly appreciated. Let me know if I can call you on this if you require some better clarification.

Regards Kant Jain

5/21/2010

### AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English
Direct: 416.865.4748
Email: renglish@airdberlis.com

June 10, 2010

Marc Koplowitz Associates Barristers & Solicitors 390 Bay Street, Suite 2900 Toronto ON M5H 2Y2

Dear Sir:

Re: Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc. ("FTI"), Freightliner of Kingston Inc. ("FKI" or "ITC"), 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Receiver")

Thank you for your correspondence of May 25, 2010. We have reviewed the additional information that was provided with respect to the seven motor vehicles that were transferred to the Jains, Peter Landy or TruckDepot Expedite Inc. immediately prior to the date of receivership and our comments are as follows.

1. 2002 BMW 530IA Sedan, WBADT63432CH86839 ("86839")

You have indicated that 86839 was transferred to the shareholders in 2002 and that from that point on, the ownership of 86839 rested with Chanderkant Jain ("Kant"). Please advise what was the reason for the transfer to the shareholders and provide a copy of the supporting documentation.

Please note that this explanation does not appear to be consistent with information previously forwarded to the Receiver by Sulekh Jain:

- Correspondence from FTI to Kant dated April 20, 2002 in which FTI indicates that 86839 was purchased by FTI for Kant in lieu of paying him a yearly bonus and commission for the years of 2002 to 2008 and that ownership would be transferred to Kant on December 31, 2008.
- Correspondence from Kant dated January 23, 2008 in which Kant grants to JTC the right
  to license and plate 86839 and asserts that he remains the true owner of 86839; however,
  according to the April 20, 2002 correspondence referenced above, ownership does not
  transfer to Kant until December 31, 2008.

In actual fact, the Ministry of Transportation ("MTO") ownership remained in the name of FTI at all times up to February 2, 2010.

Copies of the April 20, 2002 and January 23, 2008 correspondence are attached.

# 2. 2006 Ford TSE Sedan, 1FAFP53U86A147483 ("147483")

You have provided documentation which indicates that 147483 was purchased by Alumi Bunk, Inc. and was paid for by Alumi Bunk Corporation in May 2006. Please advise how this vehicle came to be transferred to FKI in January 2008 and to Peter Landy ("Peter") on February 3, 2010.

# 3. 2004 Chrysler SLT Convertible, 1C3EL6574N302891 ("302891")

You have provided a copy of correspondence indicating that 302891 was purchased for Peter in lieu of salary for office management and commissions for the years 2004 to 2009, with ownership to be transferred on January 1, 2010. Please advise what office management services ownership to FTI and provide a summary of the sales on which commissions were earned by Peter.

This transfer would appear to be made in consideration of services provided. If those services were provided and not paid for, then basically Peter was a creditor of FTI and the transfer of 302891 to Peter at the time that FTI was insolvent would constitute a preference.

Please note that the MTO ownership remained in the name of FTI at all times up to February 3, 2010.

# 4. 2005 Lexus R33 Utility, 2T2HA31U75C044668 ("44668")

You have indicated that 44668 was transferred to the shareholders in 2005. Please advise what was the reason for the transfer to the shareholders and provide a copy of the supporting documentation.

Please note that the MTO ownership for 44668 remained in the name of FTI at all times up to February 2, 2010.

# 2007 Mercedes MC5 Sedan, WDDDJ72X87A114629 ("114629")

You have indicated that 114629 was purchased and transferred to the shareholders in June 2007. Please advise what was the reason for the transfer to the shareholders and provide a copy of the supporting documentation.

The explanation that 114629 was transferred to the shareholders is inconsistent with an indenture signed on June 21, 2007 whereby 114629 was mortgaged and assigned to Bank of Montreal by FTI. Such indenture specifically states "That the mortgagor is the sole owner of the property and there are no liens, mortgages, charges or other encumbrances thereon". A copy of the indenture is attached.

Please note that the MTO ownership for 44668 remained in the name of FTI at all times up to February 3, 2010.

6. 2004 Volvo V7F Station Wagon, YV1SW59VX42364319 ("364319")



You have provided documentation which indicates that 364319 was purchased by Alumi Bunk, Inc. and was paid for by Alumi Bunk Corporation in June 2008, and that JTC was authorized by Alumi-Bunk Corporation to license and plate 364319 for insurance purposes only.

If Alumi-Bunk Corporation is the true owner of 364319, then on what reason was the ownership transferred to TruckDepot Expedite Inc. on February 2, 2010?

7. 2005 Mercedes ECD Sedan, WDBUF26J05A745570 ("745570")

You have provided documentation which indicates that 745570 was purchased by Alumi Bunk Corporation from WV Truck & Trailer Co., a related party, in April 2005. Please advise how the MTO ownership for 745570 came to be transferred to FKI in August 2009.

In addition, we request the following:

- Copies of the insurance policies in effect for these seven vehicles during the period July 1, 2009 to January 31, 2010, including a list of the vehicles covered by the fleet policy.
- Details of what consideration, if any, was paid by the beneficiaries of the transfers;

If this matter cannot be resolved on a timely basis, it is the Receiver's intention to seek direction from the Court and seek to recover costs from your client.

Yours truly,

AIRD & BERLIS LLP

D. Robo English Encl

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AIRD & BERLIS IIP

## Marc Koplowitz Associates Barristers & Solicitors

Downtown

Telephone: (416) 368-1100

Facsimile: (416) 368-1998

Suite 2900 390 Bay Street Toronto, Ontario M5H 2Y2

Uptown

Telephone: (416) 667-8000

Facsimile: (416) 667-8004

Suite 600

1000 Finch Avenue West

Toronto, Ontario

M3J 2V5

Please reply to: Downtown

### SENT BY FACSIMILE TRANSMISSION

June 21, 2010

Aird & Berlis LLP Barristers & Solicitors Brookfield Place 181 Bay Street, Suite 1800 Box 754 Toronto, ON M5J 2T9 Attention: Mr. D. Robb English

Dear Sirs:

RE:

Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc.

(the "Receiver") Our File No: 30191

Receipt is acknowledged of your letter dated June 10, 2010 constituting your follow-up on behalf of the Receiver. I have forwarded your correspondence to my client and he has advised that he will make the necessary inquiries and hopefully provide a response by the end of this week.

Marc Koplowitz

client

### AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English Direct: 416.865.4748 Email: renglish@airdberlis.com

June 28, 2010

#### VIA FACSIMILE

Marc Koplowitz Associates Barristers & Solicitors 390 Bay Street, Suite 2900 Toronto ON M5H 2Y2

Dear Sir:

Re: Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc. ("FTI"), Freightliner of Kingston Inc. ("FKI" or "JTC"), 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Receiver")

Further to my letter to you dated June 10, 2010, the Receiver's review of FKI's fleet insurance policy and corresponding records of the records of the Ministry of Transportation revealed that two additional passenger vehicles were transferred into the ownership of the Jains just prior to the Receivership.

Please confirm the basis upon which the following vehicles were transferred into the ownership of Rani Jain Usha and Ritu Jain, respectively, and provide the relevant supporting documentation for same:

- 1999 MercBenz ML320 4DR 4WD, 4JGAB54E0XA110659, transferred to Rani Jain Usha on Feb 2, 2010; and
- 2. 2007 Mercedes-Benz E320 Bluetec 4dr, WDBUF22X57B048595, transferred to Ritu Jain on February 1, 2010.

Yours truly,

AIRD & BERLIS LLP

D. Robb English

D. Robb English

cc Brenda Wong

cc Deborah Holbrook

6897123.1

### AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English
Direct: 416.865.4748
Email: renglish@airdberlis.com

June 30, 2010

VIA FACSIMILE

Marc Koplowitz Associates Barristers & Solicitors 390 Bay Street, Suite 2900 Toronto ON M5H 2Y2

Dear Sir:

Re: Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc. ("FTI"), Freightliner of Kingston Inc. ("FKI" or "JTC"), 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Receiver")

Further to our letters of June 10 and June 28, 2010, and further to your letter of June 21, 2010 advising that a response was to be received by June 25<sup>th</sup>, may we please have your client's best information concerning the transferred vehicles on or before July 6, 2010, as the Receiver intends to move forward with the administration of the estate and needs to know how these vehicles will be dealt with.

Thank you for your attention in this regard.

Yours truly,

AIRD & BERLIS LLP

D. Robb English

cc Brenda Wong

cc Bob Bougie

cc Deb Holbrook

6908513.1

# Marc Koplowitz Associates Barristers & Solicitors

Downtown

Telephone: (416) 368-1100 Facsimile: (416) 368-1998

Suite 2900 390 Bay Street Toronto, Ontario M5H 2Y2 Uptown

Telephone: (416) 667-8000 Facsimile: (416) 667-8004

Suite 600

1000 Finch Avenue West

Toronto, Ontario

M3J 2V5

Please reply to: Downtown

#### SENT BY FACSIMILE TRANSMISSION

July 6, 2010

Aird & Berlis LLP
Barristers & Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9
Attention: Mr. D. Robb English

Dear Sirs:

RE: Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc.

(the "Receiver") Our File No: 30191

I have once again had an opportunity to review your correspondence of June 10, 2010 with Mr. Chanderkant Jain and have received the following information/instructions with respect to those matters set out in your correspondence. For your ease of reference, I will retain the paragraph numbering set out in your correspondence.

### 1. 2002 BMW 530 IA Sedan ("86839")

In or about 2002 when the subject motor vehicle was purchased, as disclosed in the corporation's audited financial statements, the corporation had an outstanding shareholder liability to Chanderkant Jain in excess of \$500,000.00. In order to repay part of that shareholder loan debt, the corporation issued payment to the BMW dealership for the subject vehicle and at or following that payment, the

shareholder loan account was reduced to reflect a credit to Financial Transport Inc. ("FTI") of the funds paid for the vehicle. In support of the foregoing, my client advises that there would have been a "note to reader" or otherwise with respect to that or the following year's audited financial statement which would have reflected the foregoing transaction and the fact that essentially FTI was using money owed to Mr. Jain (for which FTI received the appropriate credit) in order to fund the motor vehicle purchase transaction for Mr. Jain's benefit. I am advised by Mr. Jain that the Receiver has all of the appropriate years' financial statements of FTI.

As previously indicated, the registered ownership remained in FTI's name until February, 2010 as FTI was covering the subject vehicle under its fleet insurance policy and in fact, there was no urgency at the time to have title registered differently. It was only once the Receivership was in place (or about to be in place) that the registered ownership was changed to correctly indicate Chanderkant Jain as the registered vehicle owner as he was both the legal and beneficial owner of the vehicle since its purchase. Furthermore, the subject vehicle is not listed as an asset of FTI in any of its corporate books or records (other than as a scheduled vehicle in the fleet insurance policy).

#### 2. 2006 Ford TSE Sedan ("147483")

With respect to the ownership being transferred to Freightliner of Kingston Inc. ("FKI") in January, 2008, as indicated previously, this was to participate in FKI's fleet insurance rate. Alumi Bunk had always been the purchaser and owner of the subject vehicle both beneficially and legally notwithstanding the interim registration for insurance purposes under FKI. Through to 2009, Peter Landy ("Peter"), who was a senior salesperson with Alumi Bunk, had been using the vehicle in respect of his services for Alumi Bunk. In or about February of 2010, Peter completed an agreement with Alumi Bunk to purchase the subject vehicle from Alumi Bunk who at the time had owed Peter approximately \$10,000.00 in unpaid salaries and sales commissions. At that time Peter took registration as beneficial and legal owner of the subject motor vehicle and insured it personally under a policy of insurance he obtained.

#### 3. 2004 Chrysler SLT Convertible ("302891")

The office management services that Peter provided to FTI included the following:

- assistance with respect to sales of tractors and trailers;
- assistance with respect to leasing of tractors and trailers;
- direction of and supervision of the clerical office staff in all functions;
- meetings with potential clients and periodic on-site visits to clients' facilities to get updated information with respect to clients' potential needs on a go-forward basis;
- assistance with correspondence with the vehicle (tractor and trailer) manufacturer with respect to the specifications for the build of those vehicles and equipment;
- assistance with the preparation of marketing and promotional material including advertising documentation;
- etc.

With respect to the summary of the sales in which commissions were earned by Peter, there was a separate commission subfile with FTI at its offices. I am advised by Mr. Jain that that subfile was delivered to the Receiver who is in possession of same. If the Receiver requires Mr. Jain to attend at the Receiver's offices in order to review the subfile so as to extract the information requested in your letter, please advise and Mr. Jain will attend accordingly.

With respect to your suggestion that the payment would have been a preference, of course many years of service went by before the preference issue could even apply. As advised in earlier correspondence, the agreement with Peter was entered into in or about 2004.

Once again, the Ministry of Transportation Ontario ("MTO") ownership remained in the name of FTI during the relevant time for fleet insurance purposes as there was no urgency in changing it until clarification was required as a result of the pending or actual Receivership of FTI in or about February, 2010.

### 4. 2005 Lexus R33 Utility ("44668")

Essentially, the response to this item is identical to that provided above in respect of item 1.

## 5. 2007 Mercedes MC5 Sedan ("114629")

With respect to this vehicle, the reason for the transfer to the shareholders in June of 2007 is identical to the reason provided in paragraph 1 above. In fact, Mr. Jain has since found the original purchase documents for the subject vehicle which clearly indicates Chanderkant Jain to be the purchaser of same. I am enclosing those documents for your information.

With respect to the indenture signed on June 21, 2007 and the purported mortgage by FTI listing the subject vehicle, Mr. Jain advises that at that period of time, he was a guarantor of FTI and the Bank was well aware that the subject vehicle was owned by Chanderkant Jain personally as he had delivered to them copies of the above-referenced documentation. Notwithstanding same, the Bank prepared the subject "Chattel Mortgage" listing the subject vehicle and my client signed the document as he was aware that as a guarantor for FTI, the subject vehicle was potentially at risk were the guarantee to be exercised and a judgment against Chanderkant Jain obtained on it. At no time did my client understand, nor did he intend, nor did he believe that signing the Chattel Mortgage in any way indicated that the legal and/or equitable ownership of the subject motor vehicle was with anyone other than himself.

Once again, the reason for the MTO ownership is the same as with respect to the vehicles above.

# 6. 2004 Volvo V7F Station Wagon ("364319")

With respect to your query concerning the transfer of the subject motor vehicle from Alumi Bunk to Truckdepot Expedite Inc., on or about February, 2010, the insurance policy for the subject vehicle

expired and as a result ownership was put in the name of Truckdepot Expedite Inc. who added the vehicle under its fleet insurance rate. At no time did any monetary consideration pass between the various companies and as indicated, the MTO registration in the name of Truckdepot Expedite Inc. was for insurance purposes only.

#### 7. 2005 Mercedes ECD Sedan ("745570")

The answer with respect to this vehicle is the same as with respect to vehicle 6 above, ie. for insurance purposes only as Alumi Bunk's policy had expired.

With respect to your additional request at the end of your correspondence I note as follows:

- (a) with respect to the copies of the insurance policies you had requested, my client was able to locate, and I am enclosing herewith, a copy of the policy with the endorsement effective November 15, 2009 which reflects the subject vehicles.
- (b) other than the repayment as against the shareholder loan accounts referenced in respect of vehicle numbers 1, 4 and 5, and with respect to the consideration paid to or for Peter Landy also referenced above, there was no other consideration paid by or on behalf of the beneficiaries of the said transfers.

Given the foregoing, it is evident that these vehicles are not property or assets that the Receiver is entitled to either possessor dispose of for the benefit of creditors of FTI or FKI. I remind you that two of the subject vehicles, "86839" and "364319" are in the possession of the Receiver and ought to be released immediately to the beneficial and legal owners thereof as indicated above. Would you kindly advise when my client and a representative of Alumi Bunk may attend to pick those vehicles up from the Receiver.

Yours truly,

Marc Koplowitz

22.010

cc: client

JUN-14-2007 18:56

FROM-GRAND BLANC MOTOR

+18100058027

T-171 P.081/001 F-376

9099 N Holly Rd Grand Blanc, MI 48439

**Grand Blanc** 

Phone: (810) 695-4400 (200) 988-6968 Fax: (810) 695-8027

Email: grandblanemotorcars.com

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STOCK	Residence Phone	416) 236-£728
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Dealer's Signature  PURCHASER WARNING DO NOT SIGN BLANK FORM  PURCHASER WARNING DO NOT SIGN BLANK FORM  PURCHASER WARNING DO NOT SIGN BLANK FORM  And am applying for a Michigan obtained of the and registration or, if the leases, applying for registration, I certify that my driven or leasen to the same applying for a Michigan obtained the vehicle. Intrinsic certify that if a sax exemption is shown above it is valid.						tration No	Reg		AGENT	$\mathcal{U}_{}$	אנאל			113
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					X			1.22	71.50 AV 1993	<u> </u>	1	- Pu	// <u>×</u>	06/26/
Oate X Date X Lassaa's Stynalurgics	(rato(s)	LAGGOS S SIGNAL TO(E)	<u> </u>		x					<u> </u>	<del></del>		_X	
Date  X Purchase Yukano's Sergurold  Date  Date  X Purchase Yukano's Sergurold  PURCHASERS NOTE:   FVEHICLE TRUE IS NOT RECEIVED WITHIN 30 DAYS CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800  THIS FORM MUST BE TYPED ONLY	1-800-292-4204 RD-1	E REGULATION AT 1-800	NTOMOTIV	U OF AU	BUREAU	ACT: THE	YS CON	WITHIN TO F	pluro(s)	Assor's Sign	irchese		√ <b>X</b>	Date



Policy Number: D1231164
Process Date: Nov 24, 2009

Endorsement effective Nov 15, 2009

Section 1	hort Aut	omobile #3					A CARPAG
Model Year	Veh Code	Make, Model and Body Type	Serial No. / V.I.N.	Cylinders / C.C.	GVW (comment veh only)	Price	List Price New
2002	9104	BMW 530i 4Dr	WBADT63432CH86839				ACTOR S D S D S D
nsura	ance Cov	erages Automobile #3	ZVáhíclo Limit		Driver	Vehicle:	Occas, Drive
Prope Accided	y Injury erty Damag nt Benefits	(Basic Benefits) d Accident Benefits	2,000,000 As Sumid in Section 4 of Policy Not Covered As Stated by Section 5 of Policy			403 16 454 16	lum:>50
Direct (	Compensat	ion - Property Damage*	Deduction O	Die Doors	Daver	Vehicle 389	Occase Driv
Com	prehensive sion or Ups	(excluding Collision or Upset) et	2,500			245	
		partial payment of recovery clause for prop Section 6 of the policy. a partial payment of loss clause. A deduction					
Policy OPCF	y Change		.000.		; ::	Vehicle 20 Included	Occas: Driv
Total		2 01 030 41 000 Feb. 00000		mium Sc		Vehicle \$1,543 \$1,54	



Policy Number: D1231164
Process Date: Nov 24, 2009
Endorsement effective Nov 15, 2009

	فاخراف أرادت المتراد	amabile #7		1		Purchase	List Price
Vodel	Veb	omobile #7  Make, Model and Body Type	Serial No. / V.I.N.	Cylinders / C.C.	Asp outh)  CAM (commercial	Price	New
Year	Code	Merc Benz E320CDI 40r	WDBUF28J05A745570				12 (13 (13 (13 (13 (13 (13 (13 (13 (13 (13
2005	9563		Limit	e Sagin S	<b>经验证</b>	Premit	
nsur	ance Co	verages Automobile #7	Vehicle		Driver V	hide C	Cons. Oriver
						403	
iability	/ 		(		1	16	
Pmp	ly Injury erty Dama	ge	2,090,000 As Stated in Section 4 of Policy		Ì	454	
منسيمه	a) Donafits	(Basic Senefits) ed Accident Benefits	Not Covered			16	
	ired Auton	elidor	As Stated it Section 5 of Policy	44 S.		Prem	um .
<b>1</b> 1111197	1160 7101011		Nanide Daduc	Occas	Offiver \		Occas. Ditve
	•		0			407	
Direct	Compense	ation - Property Damage*				1	
		,54				1	
	THE RESERVE	# /AVAINAINA ("CILISION VI OPTT")	2.			1	
Can	nprehensiv	e (excluding Collision or Upset)			}	240	
Coll	lision or U	)58t	2,500			name damage.	
At F	Penis	s a partial payment of recovery clause for p	roperty damage it a deductible is spe	citied for dire	ct.compensation • proj	hard annual	
* This p	solicy contains	in Section 6 of the policy.		مانجم درید. د. د	-v		
Lin	rii . 83 STECOCI	in Section 6 of the policy. as a partial payment of loss chause, A dedu	crible applies for each claim as state	At And a second	A STATE OF THE STA	Pred	MENTS NO VINCE
1112	Charac	a Forms			<u> </u>	Vehicle	Occas Driv
Polic		e Forms				20	}
OPC	:F44 F	amily protection coverage. Limit \$2,0	00,000. 			included	
PCF	320 L	amily protection coverage. Limit \$2,00 oss of use \$1,500 per occurrence. Le	Gal liability mass over			Pro	THERT
Tota			•			Vehicle	Occas. Dit
Lots	213		De	emium S	ubtotals	\$1,550	<u> </u>
1			Total Premium for	Crimani V	- a lefter	\$1,55	6 1



Policy Number: D1231164
Process Date: Nov 24, 2009

Endorsement effective Nov 15, 2009

er Angel	Had I	utomobile #8		11000			List Price
Model	Veh Code	Make, Model and Body Type	Sarial No. / V.I.N.	Cylindars I C.C.	GVW (commercial veh only)	Price	New
Yевт 2005	1074	Lexus RX330 4Dr AWD	2T2HA31U75C044668			}	C. 1 C. 30
		Ardamahila #8	Lim	<b>Y</b>	V. 20 20 4	Premi	
nsur	ance (	Coverages Automobile #8	Vehide	Occes	Dilver	Vehicle (	ccas, Drive
Prop	y Injury erty Da		2,000,000 As Scand In Section 4 of Policy			403 16 363	
Option	al incre	ased Accident Benefits	Not Covered  As stund in Section 5 of Policy			16	
Uninsu	ired Aut	omobile		tible 7. C		Vehicle	em Occas. Orivi
			Yehide	Occar	C Differ	299	
Loss o	r.Dama cified Pr	nsation - Property Damage* ge** anis (excluding Collision or Upset) sive (excluding Collision or Upset)	:				
Colli	sjon or	Upset	. 0.500			198	
All P	erits		2,500	- Ken for dise	of comparation - or	openy damage.	
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This (	policy con	ed in Section 6 of the policy. tains a partial payment of loss clause. A deduct	uble appēes for each claim as state	d id your poik	37:  -	A Pren	iume.
Polic	y Chai	nge Forms	<b>;</b>		1.	Vehicle	Occas. Driv
		Permission to rent or lease.	,		Γ	Included 20	
OPC	F 44	Family protection coverage, Limit \$2,00 Loss of use \$1,500 per occurrence. Leg	0,000. Hal fability femil 530,000.			Included	
PCF:	32U	Coss of use a 1,000 bar.					ion 🛝
Total	ls				<u>[:</u>	Vertice	Occas. Do
				remium S		\$1,315	<u> </u>
1			Total Premium for	this Auto	mobile	\$1.31	<u>.</u>



Policy Number: D1231164
Process Date: Nov 24, 2009
Endorsement effective Nov 15, 2009

Descr	ibed A	utomobile #9			148 / 128   144 127   144   144		1 (A 1)
Model Year	Veh Code	Make, Model and Body Type	Sadal No. / V.I.N.	Cylinders / C.C.	GVW (commercial veh only)	Purchase Price	List Price New
2007	9607	Mercedos-Benz CLS550 4Dr	WDDDJ72X87A114629			<u> </u>	
insura	ince Ci	overages Automobile #9	Limit			Prem	
			. Vehide	Occas	Driver V	enicis	Occas. Drive
Liability			T .			403	
Bodify	y Injury				1 '		
	erty Dam		2,000,000		İ	16 j 500	
Acciden	nt Benefit	s (Basic Benefils)	As Stated in Section 4 of Policy		,	auc	
		ed Accident Benefits	Not Covered		Į.	16	
Uninsur	red Autor	nobile	As Stated in Section 5 of Prificy	- संस्थित अस्ति ।	नुष्यक्षित्व देश हुन्य क्रिक्ट देश		marine and the second
			Deducti				Occas. Drivi
	_		% Vehicle	CCCES		532	COC-00-12/1/1
		ation - Property Damage*	. 0		1		
	Damage				į	}	
		is (excluding Collision or Upset)			1	1	
		ve (excluding Collision or Upset)	1 .		j	į	
	ion or Up	1\$61	2,500			277	
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		a partial payment of recovery clause for prof	south distuitide it it decinculars is shed	neu ior uniqu	compensation - prope	stà esmaño.	
LUM!	- 25 SIBIDO Maria Annia	in Section 6 of the policy. Is a partial payment of loss clause. A deductit	de anolies for each claim as slated i	n your piolisty.			
		e Forms			l'	Prem	ame Vill
Policy	Citaria	& FOIRIS	•		.: · V	ehide	Occus. Drive
OPCF:	5. Pr	ermission to rent or lease.				Individed	
OPCF 4		amily protection coverage. Limit \$2,000,	000.			20	
PCF 32	20 Lo	oss of use \$1,500 per occurrence. Legal	Hability furnit 530,000.		í	Included	
Totals					1. 3	Preci	ion in
1 CALS	•		•		<u></u>	ehicle	Occas. Drive
			Prer	nium Sut	totals \$	1,764	
			Total Premium for th			\$1,764	12.



Policy Number: D1231164

Process Date: Nov 24, 2009

Endorsement effective Nov 15, 2009

	02:::::		25 27 27 27 27			6 Z :
Described Au	tomobile#10			1	1	List Price
Model Veh Year Code	Make, Model and Body Type	Serial No. / V.I.N.	Cylinders 1 C.C.	GVW (comment veh only)	Price	New
2004   1172	Chrys Sebring JXI Convertible	1C3ELB5R74N302891				1
	verages Automobile #10	Lim	<b>t</b> 3 13 230 -	<b>蒙海</b> 。2011年	Pren	
Mantaire co	Agis Ago Varentamia was	Vehicle	00085	Driver	Vehicle	Occas Drivi
iability					400	
Bodily Injury				1	403	
Property Dame	inė	2,900,000			16	
	s (Basic Benefits)	As States in Section 4 of Poscy			454	
ACCRUSIN DENSIN	ed Accident Benefits	Not Covered		1		
Uninsured Autom		As Glaced in Section 5 of Poscy			16	<u> </u>
Uninsured Autori	toone	Deduc	tible	1. A		nium
		Vehicle.	Occas	Driver	Vehicle	Occas Dri
Discol Company	ation - Property Damage*	0			241	}
Orect Combens	and a Licherth Dougan	· . i		ļ		1
Loss or Damage	s (excluding Callision or Upset)	1		1		
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	e (excluding Collision or Upset)	·		i		ŀ
Collision or Up	S <del>C</del> T	2.500		į	178	<u> </u>
Ail Perils			cified for clices	d companies of	pames ytracor	7.
This policy contains	a partial payment of recovery clause for pro	beuk gausside it a decognine in abo				
Limit - us stated i	in Section 6 of the policy.	; his sortise for each claim as state:	in your policy	<i>r</i>		
	s a partial payment of loss clause. A deducti		assistations.		Pre	naum .
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_		• '		<del> </del>	Included	
OPCF 5 Pe	armission to rent or lease.	nnn		ļ	20	1
OPCF 44 Fa	mily protection coverage, Limit \$2,000 ass of use \$1,500 per occumence, Lega	at liability fimits 30,000.			Included	1
PCF 320 Lo	es of ase \$1,500 bet occurrence, code			The state of the s	Pre	nijumi
Totals				<del> -</del>	Vehicle	Occas. Dri
			emium Su	htotals	\$1,328	
					\$1.32	78 1
		Total Premium for t	nis Autor	noule	<b>3</b> 1, 2/	



Policy Number: D1231164
Process Date: Nov 24, 2009

Endorsement effective Nov 15, 2009

Descr	bed A	utomobile #12	AOTOMOBILE	\$ 4 5 W	(OIIL	2110)		
Model Year	Veh Code	Make, Model and Body Type	Serial No. / V.I.N.	Cylinden / C.C.		mercial	Purchasi	
2007	9603	Mercedes-Benz E320 Sluetec 4Dr	WDBUF22X5780485		veh on	iry)	Price	Now
Insura	псе Сс	verages Automobile #12		int	i Victoria de la composición Victoria de la composición della comp	. Sec.	Premi	um (2018)
Accident	ty Dama Benefits Increase	(Basic Benefits)	2,000,000 As Stated in Section 4 of Policy Not Covered As Stated in Section 5 of Policy	Occas	Driver .	41 1 4!	nkda:	Occase Drive
Specific Compre Collision All Peril	lamage** ed Perlis ehensive n or Upsi s	(excluding Collision or Upset) (excluding Collision or Upset) et	Vehicle	crible Cocas	Oriver ::	Veri 37	Premii Ide C	m SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS
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Policy C OPCF 44 PCF 320	nange i Fami	orms by protection coverage, Limit \$2,000,000 of use \$1,500 per occurrence, Legal liel	:			Vehic	20	n Xasa Drivec
otals				mium Subto	rtais	Vehic \$1,5		cas Oriver



Policy Number: D1231164 Process Date: Nov 24, 2009 Endorsement effective Nov 15, 2009

## CERTIFICATE OF ANTOMORIUS INCHES

Desci	ibed Au	tomobile #14	F AUTOMOBILE IN	BURAN	CE (Ont	ario)		
Model Year	Veh	Make, Model and Body Type		14.9 A 14	Silver States			
2004	Code 0664		Sedal No. / V.I.N.	Cylinders	GVW (com	marrial	D	<del></del>
	-	Volvo V70 T5 Wagon	: YV1SW59VX42364319		yeh or	υly)	Purchase Price	List Pric
Insura	nce Cov	rerages Automobile #14	7 10 11 3 4 A 2 3 6 4 3 1 5					1
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י ושומטויק-	HICHBASAN	Accident to	As Stated in Section 4 of Policy			16		
Joinsure	Automot	olia	Not Covered		- 1	36:	3	
			As Sisted in Section 5 of Policy			4 10		
irect Cor	Mnancatia		Vehicle Deducti	ble (	3 J 7 1	16		
		n - Property Damage*	O O	Occas, 0	river	Verk	to Co	39(Cas)
Specified	d Perils (a	xcluding Collision or Upset)				281		Cast Onver
		xcluding Collision or Upset) xcluding Collision or Upset)			1		ſ	
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						Vehicle		Driver
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Rolfcy Number: D1231164 Process Date: Nov 24, 2009

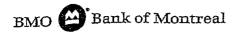
Endorsement effective Nov 15, 2009

### CERTIFICATE OF AUTOMO

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Model		Make, Model and Body	<u></u>		<del></del>							7.3 7.3
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Broker Copy

### EXHIBIT J – CHATTEL MORTGAGE



### Chattel Mortgage (P.P.S.A.)

#### THIS INDENTURE made (in duplicate) BETWEEN

Financial Transport Inc.
Name in Full - No Abbreviations (for Individual: Last name - First Name - Middle Name)

of 7280 Dixie Road in the City
(Street Address)

(City, etc.)

of Mississauga in the Province of Ontario, L5S 1E1, (Name of City)

(Postal Code)

(hereinafter called the "Mortgagor")

## - and - BANK OF MONTREAL, the Mortgagee

(hereinafter called the "Bank")

In consideration of money lent or to be lent by the Bank to the Mortgagor, the Mortgagor mortgages and assigns to the Bank the following chattels and all proceeds thereof and accessions thereto (hereinafter called "the property"):

Description of Chattels 2007 Mercedes Benz CLS550 Serial #WDDDJ72X87A114629 Location of Chattels 7280 Dixie Road Mississauga, Ontario

Type or print in block letters only.

Do not describe as equipment without specifying type

#### TO HAVE AND TO HOLD the same unto the Bank:

PROVIDED that if the Mortgagor shall pay to the Bank all indebtedness and interest thereon now owed by the Mortgagor to the Bank and also all other present and future indebtedness, interest and other liabilities, direct or indirect or contingent, and whether now existing or hereafter created, then this mortgage shall be void.

The Mortgagor covenants with the Bank as follows:

- 1. THAT the Mortgagor will pay to the Bank all present and future indebtedness, interest and liabilities now or hereafter owed by the Mortgagor to the Bank.
- 2. THAT the Mortgagor is the sole owner of the property and there are no liens, mortgages, charges or other encumbrances thereon.
- 3. THAT if the property is now, or hereafter becomes, subject to any charge in favour of any person other than the Bank, the Bank may pay such charge and the amount so paid shall, together with interest thereon at the rate then applicable upon-indebtedness-owed-by-the-Mortgagor to the Bank (or, if more than one such rate, the highest rate), become a charge on the property in favour of the Bank and be added to the sum secured hereby, and the sum secured hereby, including the amount so added, shall, at the option of the Bank, forthwith become due and payable.

- 4. THAT the Mortgagor will insure and keep insured the property for its full insurable value against loss or damage by fire or theft, or if the property includes a motor vehicle, collision, and hereby assigns to the Bank all such policies of insurance and all amounts payable thereunder. If the Mortgagor fails to effect or maintain such insurance, the Bank may effect and maintain the same and all moneys expended by it for such purpose, together with interest thereon at the rate then applicable upon indebtedness owed by the Mortgagor to the Bank (or, if more than one such rate, the highest rate), from the time the same has been expended, shall become a charge on the property and be added to the sum secured hereby.
- 5. THAT the Mortgagor will not sell or dispose of or part with the possession of the property or any part thereof and will not permanently remove if from the premises where it new is without first obtaining the written consent of the Bank.
- 6. THAT if the Mortgagor fails to pay any indebtedness, interest or liability owed to the Bank when due or fails to perform any other obligation of the Mortgagor to the Bank or institutes, or does anything which permits to be instituted any proceedings leading to the Mortgagor becoming a bankrupt, or if the Mortgagor dies, then all the moneys secured hereby shall, at the option of the Bank, forthwith become due and payable and the Bank, its servants or agents, may, with or without legal process, take possession of the property (and may for that purpose enter upon the premises where the property is located) and sell the same at public auction or private sale, or otherwise realize on the property by any method not prohibited by law, including by lease or by sale for deferred payment, with or without notice to the Mortgagor. After payment out of the net proceeds of such sale of all amounts due to the Bank hereunder the Bank shall pay over to the Mortgagor or such other person who may be entitled thereto any surplus but if such proceeds are not sufficient to pay all amounts due to the Bank hereunder the Mortgagor will pay the deficiency to the Bank. The Bank may deduct from the proceeds of any sale of the property all reasonable costs on a solicitor and his client basis incurred by the Bank in enforcing this mortgage and disposing of the property. Out of the net proceeds of any sale the Bank shall first be paid all of the costs incurred by the Bank in enforcing the security interest it holds herein or in enforcing the covenants contained herein, including preparation of the property or any part thereof for disposition or sale and including all sale costs and all legal fees incurred by the Bank on a solicitor and his own client basis.
- 7. THAT the Bank may, in order to recover any amount owing to it hereunder, pursue either singly or concurrently the remedy of action and the remedy of taking possession and selling given to it hereby and shall not be precluded by the exercise of either remedy from the exercise of any other remedy. The Bank shall not be responsible for any loss or damage to the property, whether caused by the negligence or fault of the Bank, it servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons or prepare the property for disposition or keep the property identifiable, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.
- 8. This Mortgage shall be a continuing security to the Bank for the repayment of all present and future indebtedness, interest and liability owed to the Bank. Notwithstanding at any time or from time to time there is (i) any change in the nature, state or form of any account between the Mortgagor and the Bank, (ii) any new advance by the Bank to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise (iii) any discount or acceptance by the Bank from or for the Mortgagor of any promissory note, bill of exchange or other negotiable instrument or commercial paper, (iv) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise, (v) any renewal, replacement, substitution or alteration of any promissory note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Bank or any reduction, satisfaction, payment, release or discharge thereof, or of any other security therefor, no such event or act shall constitute or be deemed to be a repayment on account of any indebtedness or any part thereof or call for or require any application, appropriation or payment on account of any indebtedness or any part thereof, unless such application, appropriation or payment shall have been expressly agreed to in writing by the Bank and have been certified on a copy of this Mortgage by the signature of some official of the Bank or until this mortgage shall have been fully released and discharged by the unconditional delivery of a Discharge of Mortgage expressly discharging this Mortgage; and this Mortgage shall be deemed to be taken as security for the ultimate balance of the said indebtedness, interest and liability owed to the Bank. It is further agreed that this mortgage shall not nor shall anything herein contained operate so as to create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange, or other security held by or which may hereafter be held by the Bank for any indebtedness or any part or parts thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of indebtedness or any part thereof, nor shall the remedies of the Bank in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Mortgage.

Canse 91s
applicable in
Alberta, British
Columbia, Manitoba
New Brunswick,
Newfoundland,
Nova Scoria, Prince
Edward Island and

9. The Mortgagor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

10. The Mortgagor acknowledges receipt of a copy of this Chattel Mortgage.

All grants, warrants, covenants, agreements, rights, powers, privileges and liabilities contained in this indenture shall enure to the benefit of and be binding upon the executors, administrators, successors and assigns of the par ties hereto respectively; all covenants and agreements on the part of the Mortgagor shall be construed as both joint and several and when the context so requires the singular number shall be read as if the plural were expressed.

This Mortgage was executed on the 21st day of June, 2007 (year).

IN WITNESS whereof the Mortgagor has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

in the presence of

affix corporate sent in the case of a corporation with a corporate Witness Financial Transport Ipe

Chanderkant Jain, Mortgagor

Mortgagor

# EXHIBIT K – SUMMARY OF CASH (INFLOWS) OUTFLOWS FOR THE PERIOD JULY 2009 TO JANUARY 2010

Financial Transport Inc. et. al. Summary of cash (inflows) outflows for the period July 2009 to January 2010

				İ									
Entity	BMO Account	ag ,	Transfers between the six Companies	売 Q <u>5</u>	Transfers by the Companies to related parties	Sta	BMO Loan & Standing Orders	O ž g	Operating revenues and expenses	_	Unknown or Other		Total
LLL L	2416-1082-170	ક	(2,159,548.92) \$	မှာ	4,685,357.55	↔	(406,705.46) \$ (1,059,761.53)	7	,059,761.53)	↔	132,430.65	69	1,191,772.29
FTI USD	2416-4612-172	↔	(258,000.00) \$	€9	(240,100.00)		37	↔	613,859.19	↔	(109,200.00)	€	6,559.19
JTC CDN	2416-1085-654	↔	3,602,665.74	₩	3,602,665.74 \$ (2,584,720.54) \$	69	(189,905.18)	↔	70,228.18	<del>69</del>	35,233.56	69	933,501.76
JTC USD	2416-4612-623	မ	98,000.00	69	23,894.20		J.	↔	9,440.30	↔	(128,276.17)	↔	3,058.33
Global	2416-1084-758	↔	220,064.22	↔	35,267.89	↔	(68,750.00)	↔	(62,008.54)	↔	(9,171.24)	<del>69</del>	115,402.33
Global Trust Account 241	2416-1084-774	G	(349,250.00) \$	49	(10,951.89)		J.	€9	372,803.92	<b>↔</b>	,	↔	12,602.03
JTL CDN	2416-1083-077	မှ	(1,324,532.33) \$	↔	1,099,400.45		J-	€	370,187.54	↔	(33,050.85)	67	112,004.81
JTL USD	2416-4612-244	↔	•	↔	(123,382.64)			€9	113,946.40	↔	9,250.00	67	(186.24)
6182732 CDN	2416-1085-742	69	118,480.00	↔	7,268.65		(1,790,000.00)	↔	(12,677.75)	<del>69</del>	1,779,966.76	€9	103,037.66
6181732 USD	2416-4612-754	ક્ક	140,000.00	€>	t			↔	192.39	↔	(140,302.40)	↔	(110.01)
2105810	2416-1086-198	υ	(11,525.00) \$	↔	60,500.00	İ		€9	26,950.39	↔	53,964.67	69	129,890.06
Total		\$		₩	76,353.71 \$ 2,952,533.67 \$	₩.	(2,455,360.64) \$	<b>∞</b>	443,160.49 \$	↔	1,590,844.98	€9	2,607,532.21

Note: above excludes activity in JTC Savings Account - minimal activity noted during the period, and balance of \$350,581 at January 13, 2010.

# EXHIBIT L – SUMMARY OF CASH (INFLOWS) OUTFLOWS TO RELATED PARTIES

Financial Transpo Financial Transport Inc. et. al. Summary of cash Summary of cash (inflows) outflows for the period July 2009 to January 2010

						Transfers	Transfers to other Related Parties	ted Parties					
Entity	Truck Depot Expedite	The Truck Depot.com	The Truck Depot.com Alumi-Bunk	6145086 Canada Inc.	6356532 Canada	1354198 Ontario	Ereight Trans	E Jain, C Jain, U Jain	Robert Hilbert	2215296 Ontario / U. Jain	1283673 West Virginia Ontario Inc. Truck & (Markham Trailer (WVT) Auto Leasing)	1283673 Ontario Inc. (Markham Auto Leasing)	1606704 Ontario
FTI	\$ 1,604,402.27 \$305,965.15 \$ 7,730.67	\$305,965.15	\$ 7,730.67	\$(25,650.00) \$ 241,961.56 \$ 54,092.50 \$ 2,330,750.00	241,961.56 \$	54,092.50 \$		\$ 54,505.40	54,505.40 \$ 5,000.00 \$ 115,000.00	\$ 115,000.00		€9	(8,400.00)
FTI USD	\$ (347,100.00) \$ (500.00)	\$ (500.00)					<b>37</b>	\$ 107,500.00					
JTC CDN	\$ (312,936.69) \$ (16,660.07) \$ 10,000.00	\$ (16,660.07)	\$ 10,000.00	\$ 89,200.00 \$	(23,640.00) \$	8,500.00 \$	\$ 89,200.00 \$ (23,640.00) \$ 8,500.00 \$(1,959,200.00) \$	\$ 8,516.22				(388,500.00)	
JTC USD	\$ 61,500.00		\$ 65,000.00								\$ (102,605.80)		
Global	\$ (14,774.33)								\$ 50,042.22				
Global Trust Account \$	\$ (10,951.89)												
JTL CDN	\$ 1,284,225.60 \$ 37,611.07	\$ 37,611.07			\$ (11,936.22)	33	\$ (222,500.00) \$	\$ 12,000.00					
JTL USD	\$ (123,382.64)												
6182732 CDN	\$ (9,500.00)		\$ 16,268.65		69	\$ (10,500.00)	<i>3,</i>	\$ 23,000.00		\$ (12,000.00)			-
6181732 USD													
2105810							\$ 43,000.00 \$	\$ 17,500.00					
Total	\$ 2,131,482.32 \$326,416.15 \$ 98,999.32	\$326,416.15	\$ 98,999.32	\$ 63,550.00 \$	206,385.34 \$	52,092.50	\$ 63,550.00 \$ 206,385,34 \$ 52,092.50 \$ 192,050.00 \$		\$ 55,042.22	\$ 103,000.00	\$ (102,605.80)	223,021.62 \$ 55,042.22 \$ 103,000.00 \$ (102,605.80) \$ (388,500.00) \$	(8,400.00)

Note (2) Related parties include companies that may not be legally related but appear to share a special relationship with the Companies. (NTD: confirm with Ryna how determined) Note (1) Above excludes activity in JTC Savings Account - minimal activity noted during the period, and balance of \$350,581 at January 13, 2010.

Net transfers to other Related Parties \$ 2,952,533.67

# EXHIBIT M – SUMMARY OF CASH (INFLOWS) OUTFLOWS WITH RESPECT TO OPERATING REVENUES AND EXPENSES

Financial Transport Inc. et. al. Summary of cash (inflows) outflows for the period July 2009 to January 2010

					Operatin	lg F	Operating Revenues and Expenses	EX	sesuec				
Entity	Leg-	Lease Payments	Freightliner of Canada Inc.	CO %	Payroll, contract labour & commissions	<u> </u>	Bank Charges	•	Other AP & operating expenses	CDA	CDN Customers A/R & Misc other deposits	=	Insurance
FTI	67	188,899.09		↔	183,811.13	↔	139,285.91	↔	1,168,579.19	<del>69</del>	(2,740,336.85)		
FTI USD						↔	1,222.86	₩	612,636.33				
JTC CDN			\$ 326,903.62 \$	<del>69</del>	595,787.82	<del>69</del>	49,044.56	↔	1,030,301.88	↔	(1,931,809.70)		
JTC USD						<del>`</del> €9-	19.23	<del>69</del>	10,668.13	↔	(1,247.06)		
Global	69	13,284.04		€9	26,081.50	↔	4,963.94	€9	52,853.20	69	(159,191.22)		
Global Trust Account					-	69	94.31				<b>υ</b> τ	69	372,709.61
JTL CDN	↔	626,058.45			-	<del>69</del>	4,257.94	€÷	88,014.24	↔	(348,143.09)		
JTL USD	€9	113,542.51				€9	403.89						
6182732 CDN						€9	8,627.61	↔	(21,305.36)				
6181732 USD						↔	192.39						
2105810	69	255.38				€>	1,626.67	69	25,068.34				
Total	₩.	942,039.47	\$ 326,903.62	€9	805,680.45	€9-	209,739.31	€9	2,966,815.95	43	(5,180,727.92) \$	₩.	372,709.61
											Net transfers \$	€7-	443,160.49

Note: above excludes activity in JTC Savings Account - minimal activity noted during the period, and balance of \$350,581 at January 13, 2010.

# EXHIBIT N – CORRESPONDENCE BETWEEN THE RECEIVER AND RELATED PARTIES

- 1. Correspondence dated June 3, 2010 from the Receiver to 2215296 Ontario
- 2. Correspondence dated June 3, 2010 from the Receiver to Alumi-Bunk Corporation
- 3. Correspondence dated June 3, 2010 from the Receiver to The TruckDepot.com Inc.
- 4. Correspondence dated June 3, 2010 from the Receiver to TruckDepot Expedite Inc.
- 5. Correspondence dated June 3, 2010 from the Receiver to Freight Trans Ltd.
- 6. Correspondence dated June 14, 2010 from Alum-Bunk Corporation to the Receiver
- 7. Fax correspondence dated June 16, 2010 from the Receiver to Alumi-Bunk Corporation
- 8. E-mail correspondence dated June 16, 2010 from Ritu Jain to the Receiver with respect to advances to 2215296 Ontario Inc.
- 9. Correspondence dated June 21, 2010 from Aird & Berlis LLP to Marc Koplowitz Associates
- 10. Correspondence dated June 21, 2010 from Marc Koplowitz Associates to Aird & Berlis LLP
- 11. Correspondence dated June 30, 2010 from Aird & Berlis LLP to Marc Koplowitz Associates

# **Deloitte**<sub>o</sub>

Deloitte & Touche Inc. 181 Bay St. Suite 1400 Toronto, ON M5J 2V1

Tel: 416-601-6150 Fax: 416-601-6690 www.deloitte.ca

June 3, 2010

2215296 Ontario 34 Taylorwood Drive Toronto ON M9A 4R7

Attention: Ritu Jain

Dear Sir (Madam):

Subject: Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are the Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Debtors"). A review of the banking records of the Debtors indicates that net cash advances totalling \$103,000.00 (the "Advances") were paid to 2215296 Ontario. ("221") by the Debtors in the period July 1, 2009 to January 31, 2010. Details of the nature of the Advances to 221 are not recorded in the Debtors' books and records. A list of the amounts and dates of the transfers is attached.

We herein request that you make arrangements to pay back the Advances, to the Receiver, by June 15, 2010. Should there be a legitimate reason why you believe that you are entitled to retain the Advances, we request that you provide the Receiver with an explanation as to what these payments were for, with copies of supporting documentation.

Yours truly,

Deloitte & Touche Inc.

In its capacity as Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. and not in its personal capacity

Brenda Wong, CIRP Vice-President

cc: D. Robb English, Aird & Berlis LLP

Financial Transport Inc. (FTI) et. al. July 2009 to January 2010 Summary of Transfers to 2215296 Ontario/U. Jain

Entity	Transfers from BMO Account #	2215296 Ontario / U. Jain
FTI	2416-1082-170	\$ 115,000.00
6182732 CDN	2416-1085-742	\$ (12,000.00)
Total		\$ 103,000.00

9:53 AM 02/05/10 Accrual Basis

# Financial Transport Inc. Account QuickReport As of February 3, 2010

Account	Date	Date cleared bank	Num	 15296 Ontario nc / U Jain
2416-1082-170	09/04/2009	09/04/2009	wire	\$ 110,000.00
2416-1082-170	11/18/2009	11/19/2009	32	\$ 5,000.00
				\$ 115,000.00

### 6181732 Canada Inc. Bank of Montreal Trust Account 2416-1085-742

	Date	Name	Transaction	c	2215296 Intario Inc.
•	18-Jan-10	2215296 Ontario Inc.	Branch Deposit	\$	(12,000.00)
				\$	(12,000.00)

# **Deloitte**<sub>o</sub>

Deloitte & Touche Inc. 181 Bay St. Suite 1400 Toronto, ON M5J 2V1

Tel: 416-601-6150 Fax: 416-601-6690 www.deloitte.ca

June 3, 2010

Alumi-Bunk Corporation 7280 Dixie Road Mississauga L5S 1E1

Attention: Sulekh Jain

Dear Sir:

Subject:

Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are the Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Debtors"). A review of the banking records of the Debtors indicates that net cash advances totalling \$98,999.32 (the "Advances") were paid to Alumi-Bunk Corporation ("Alumi-Bunk") by the Debtors in the period July 1, 2009 to January 31, 2010. Details of the nature of the Advances to Alumi-Bunk are not recorded in the Debtors' books and records. A list of the amounts and dates of the transfers is attached.

We herein request that you make arrangements to pay back the Advances, to the Receiver, by June 15, 2010. Should there be a legitimate reason why you believe that you are entitled to retain the Advances, we request that you provide the Receiver with an explanation as to what these payments were for, with copies of supporting documentation.

Yours truly,

Deloitte & Touche Inc.

In its capacity as Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. and not in its personal capacity

Brenda Wong, CIRP Vice-President

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Eric Jain

D. Robb English, Aird & Berlis LLP

Financial Transport Inc. (FTI) et. al. July 2009 to January 2010 Summary of Transfers to Alumi-Bunk Corp.

Entity	Transfers from BMO Account#	Α	.lumi-Bunk
FTI	2416-1082-170	\$	7,730.67
JTC CDN	2416-1085-654	\$	10,000.00
JTC USD	2416-4612-623	\$	65,000.00
6182732 CDN	2416-1085-742	\$	16,268.65
Total		\$	98,999.32

9:53 AM 02/05/10 Accrual Basis

# Financial Transport Inc. Account QuickReport As of February 3, 2010

Date cleared AlumiBunk bank Num Date Account 2416-1082-170 06/30/2009 07/10/2009 4004 \$ 10,355.67 2416-1082-170 09/30/2009 09/30/2009 \$ (2,625.00) \$ 7,730.67

### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal Deposit Account 2416 1085-654

Date		Name	Chq#	Alumi-Bunk Corp
7-Jul-09 20-Jul-09	Cheque Cheque		210 216	\$ (5,000.00) \$ 15,000.00
				\$ 10,000.00

### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal US\$ Business Current Account 2416-4612-623

Date		Name	Chq#	Alur	ni-Bunk Corp
20-Jul-09	Cheque		6	\$	65,000.00
				\$	65,000.00

#### 6181732 Canada Inc. Bank of Montreal Trust Account 2416-1085-742

Date	Name	Transaction	 MumiBunk
3-Jul Alim	i Bunk Corp.	Chq 48	\$ 16,268.65
			 16,268.65

# **Deloitte**

Deloitte & Touche Inc. 181 Bay St. Suite 1400 Toronto, ON M5J 2V1

Tel: 416-601-6150 Fax: 416-601-6690 www.deloltte.ca

June 3, 2010

The TruckDepot.com Inc. 7280 Dixie Road Mississauga L5S 1E1

Attention: Chanderkant Jain

Dear Sir:

Subject: Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are the Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Debtors"). A review of the banking records of the Debtors indicates that net cash advances totalling \$326,416.15 (the "Advances") were paid to The TruckDepot.com Inc. ("TD.COM") by the Debtors in the period July 1, 2009 to January 31, 2010. Details of the nature of the Advances to TD.COM are not recorded in the Debtors' books and records. A list of the amounts and dates of the transfers is attached.

We herein request that you make arrangements to pay back the Advances, to the Receiver, by June 15, 2010. Should there be a legitimate reason why you believe that you are entitled to retain the Advances, we request that you provide the Receiver with an explanation as to what these payments were for, with copies of supporting documentation.

Yours truly,

#### Deloitte & Touche Inc.

In its capacity as Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. and not in its personal capacity

Brenda Wong, CIRP Vice-President

cc: D. Robb English, Aird & Berlis LLP

Financial Transport Inc. (FTI) et. al.
July 2009 to January 2010
Summary of Transfers to The TruckDepot.com Inc.

Entity	Transfers from BMO Account #	The Truck Depot.com
FTI	2416-1082-170	\$ 305,965.15
FT! USD	2416-4612-172	\$ (500.00)
JTC CDN	2416-1085-654	\$ (16,660.07)
JTL CDN	2416-1083-077	\$ 37,611.07
Total		\$ 326,416.15

# Financial Transport Inc. Account QuickReport As of February 3, 2010

	ם	ate cleared			
Account	Date	bank	Num	The Tru	ick Depot.com
2416-1082-170	06/30/2009	07/03/2009	3978	\$	21,500.00
2416-1082-170	07/08/2009	07/09/2009	4006	\$	10,000.00
2416-1082-170	07/10/2009	07/10/2009	4015	\$	13,000.00
2416-1082-170	07/27/2009	07/27/2009	4070	\$	16,500.00
2416-1082-170	08/01/2009	08/04/2009	4088	\$	10,500.00
2416-1082-170	08/01/2009	08/04/2009	4089	\$	10,500.00
2416-1082-170	08/13/2009	08/14/2009	4132	\$	9,500.00
2416-1082-170	08/19/2009	08/20/2009	4161	\$	2,500.00
2416-1082-170	08/20/2009	08/21/2009	4166	\$	11,000.00
2416-1082-170	08/25/2009	08/26/2009	4181	\$	16,625.00
2416-1082-170	09/01/2009	09/02/2009	4209	\$	7,500.00
2416-1082-170	09/02/2009	09/03/2009	4230	\$	12,500.00
2416-1082-170	09/03/2009	09/04/2009	4232	\$	6,000.00
2416-1082-170	09/04/2009	09/08/2009	4244	\$	10,500.00
2416-1082-170	09/04/2009	09/08/2009	4243	\$	9,500.00
2416-1082-170	09/09/2009	09/09/2009		\$	(9,500.00)
2416-1082-170	09/09/2009	09/10/2009	4278	\$	10,500.00
2416-1082-170	09/10/2009	09/10/2009		\$	(14,500.00)
2416-1082-170	09/10/2009	09/11/2009	4280	\$	15,500.00
2416-1082-170	09/11/2009	09/11/2009		\$	(28,000.00)
2416-1082-170	09/14/2009	09/14/2009	wire	\$	22,500.00
2416-1082-170	09/14/2009	09/15/2009	4296	\$	9,000.00
2416-1082-170	09/17/2009	09/18/2009	4301	\$	6,500.00
2416-1082-170	09/17/2009	09/21/2009	4302	\$	10,000.00
2416-1082-170	09/25/2009	09/25/2009	wire	\$	17,000.00
2416-1082-170	10/05/2009	10/06/2009	4364	\$	18,500.00
2416-1082-170	10/13/2009	10/14/2009	4399	\$	3,500.00
2416-1082-170	10/14/2009	10/14/2009		\$	(47,500.00)
2416-1082-170	10/19/2009	10/20/2009	4435	\$	16,500.00
2416-1082-170	10/19/2009	10/21/2009	4434	\$	19,500.00
2416-1082-170	10/22/2009	10/22/2009	4468	\$	1,000.00
2416-1082-170	10/26/2009	10/27/2009	24	\$	3,000.00
2416-1082-170	11/06/2009	11/09/2009	4569	\$	14,000.00
2416-1082-170	11/06/2009	11/09/2009	4570	\$	13,000.00
	11/19/2009	11/20/2009	4674	\$	15,500.00
2416-1082-170		11/23/2009	4695	\$	6,500.00
2416-1082-170	11/22/2009		4834	\$	11,000.00
2416-1082-170	12/07/2009	12/08/2009		\$	7,710.10
2416-1082-170	12/02/2009	12/09/2009	4808 4969	\$	13,300.00
2416-1082-170	12/29/2009	12/30/2009		\$ _	3,830.05
2416-1082-170	01/05/2010	01/08/2010	5011		305,965.15
				\$	303,303.13

9:56 AM 02/05/10 Accrual Basis

## Financial Transport Inc. Account QuickReport As of February 3, 2010

Account	Date	Date cleared bank	Num	The Truck epot.com
2416-4612-172	09/01/2009	09/01/2009		\$ (1,250.00)
2416-4612-172	09/03/2009	09/04/2009 1	193	\$ 750.00
				\$ (500.00)

### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal Deposit Account 2416 1085-654

Date	Name	Chq#	The Truck Depot.com (TDOC)
12-Aug-09	ABM Deposit at 3835 Bloor		\$ (7,333.44)
28-Aug-09	ABM Deposit 9990 Airport Road		\$ (4,726.28)
1-Sep-09	Deposit at BR 0470		\$ (1,368.46)
15-Oct-09	Deposit BR 0470		\$ (10,234.10)
5-Nov-09	Deposit		\$ (3,997.79)
9-Nov-09	Cheque	470	\$ 8,000.00
10-Nov-09	Cheque	497	\$ 7,000.00
19-Nov-09	Deposit at BR 0470		\$ (4,000.00)
			\$ (16,660.07)

## Jain Truck Lease Ltd. Bank of Montreal CDN\$ Account 2416-1083-077

Date	Name	Transaction	The Truck Depot.com
19-Aug-09 The Tr	uck Depot.Com	Chq 2218	\$ 14,500.00
5-Oct-09 Truck i	Depot.com	Chq 2295	\$ 15,000.00
8-Oct-09 Truck I	Depot.com	Chq 2294	\$ 10,000.00
18-Nov-09 ABM D	eposit		\$ (268.08)
9-Dec-09 ATM D	eposit		\$ (1,620.85)
			\$ 37,611.07

## **Deloitte**

Deloitte & Touche Inc. 181 Bay St. Suite 1400 Toronto, ON M5J 2V1

Tel: 416-601-6150 Fax: 416-601-6690 www.deloitte.ca

June 3, 2010

TruckDepot Expedite Inc. 7686 Kimbel Street, Unit 10-11 Mississauga ON L5S 1E9

Attention: Chanderkant Jain

Dear Sir:

Subject: Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are the Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Debtors"). A review of the banking records of the Debtors indicates that net cash advances totalling \$2,131,482.32 (the "Advances") were paid to TruckDepot Expedite Inc. ("TDEX") by the Debtors in the period July 1, 2009 to January 31, 2010. Details of the nature of the Advances to TDEX are not recorded in the Debtors' books and records. A list of the amounts and dates of the transfers is attached.

We herein request that you make arrangements to pay back the Advances, to the Receiver, by June 15, 2010. Should there be a legitimate reason why you believe that you are entitled to retain the Advances, we request that you provide the Receiver with an explanation as to what these payments were for, with copies of supporting documentation.

Yours truly,

#### Deloitte & Touche Inc.

In its capacity as Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. and not in its personal capacity

Brenda Wong, CIRP Vice-President

cc:

Eric Jain

D. Robb English, Aird & Berlis LLP

Financial Transport Inc. (FTI) et. al. July 2009 to January 2010 Summary of Transfers to TruckDepot Expedite Inc.

Entity	Transfers from BMO Account #	7	ransfers to Truck Depot Expedite
FTI	2416-1082-170	\$	1,604,402.27
FTI USD	2416-4612 <b>-</b> 172	\$	(347,100.00)
JTC CDN	2416-1085 <b>-</b> 654	\$	(312,936.69)
JTC USD	2416-4612-623	\$	61,500.00
Global	2416-1084-758	\$	(14,774.33)
Global Trust Account	2416-1084-774	\$	(10,951.89)
JTL CDN	2416-1083-077	\$	1,284,225.60
JTL USD	2416-4612-244	\$	(123,382.64)
6182732 CDN	2416-1085-742	\$	(9,500.00)
6181732 USD	2416-4612-754		
2105810	2416-1086-198		
Total		\$	2,131,482.32

Account	Date	ate cleared bank	Num		ck Depot kpedite
	07/01/2009	07/03/2009	3986	\$	25,000.00
2416-1082-170	07/01/2009	07/03/2009	3985	\$	20,000.00
2416-1082-170	07/06/2009	07/07/2009	3996	\$	19,500.00
2416-1082-170	07/06/2009	07/07/2009	4000	\$	14,500.00
2416-1082-170	07/06/2009	07/07/2009	3997	\$	9,500.00
2416-1082-170	07/08/2009	07/09/2009	4005	\$	10,000.00
2416-1082-170	07/13/2009	07/14/2009	4018	\$	19,500.00
2416-1082-170	07/15/2009	07/16/2009	4025	\$	19,500.00
2416-1082-170	07/15/2009	07/16/2009	4026	\$	11,000.00
2416-1082-170 2416-1082-170	07/17/2009	07/20/2009	4035	\$	20,000.00
2	07/17/2009	07/20/2009	4034	\$	17,500.00
2416-1082-170	07/20/2009	07/20/2009	4037	\$	26,500.00
2416-1082-170	07/20/2009	07/20/2009	4036	\$	24,500.00
2416-1082-170	07/20/2009	07/21/2009	4039	\$	14,500.00
2416-1082-170	07/20/2009	07/21/2009	4038	\$	14,000.00
2416-1082-170	07/20/2009	07/23/2009	4056	\$	17,500.00
2416-1082-170	07/24/2009	07/24/2009	4065	\$	22,500.00
2416-1082-170	07/24/2009	07/27/2009	4066	\$	18,000.00
2416-1082-170	• • • • • • • • • • • • • • • • • • • •	07/27/2009	4069	\$	22,500.00
2416-1082-170	07/27/2009 07/30/2009	07/31/2009	4085	\$	22,500.00
2416-1082-170		08/04/2009	4090	\$	12,500.00
2416-1082-170	07/31/2009	08/04/2009	4094	\$	7,500.00
2416-1082-170	08/03/2009	08/04/2009	400 .	\$	(3,150.00)
2416-1082-170	08/04/2009	08/04/2009	4095	\$	19,500.00
2416-1082-170	08/04/2009	08/07/2009	4107	\$	20,000.00
2416-1082-170	08/05/2009	08/07/2009	4106	\$	17,000.00
2416-1082-170	08/05/2009	08/10/2009	4108	\$	9,500.00
2416-1082-170	08/06/2009	08/10/2009	4117	\$	11,500.00
2416-1082-170	08/07/2009	08/10/2009	4116	\$	10,000.00
2416-1082-170	08/07/2009	08/10/2009	4122	\$	17,500.00
2416-1082-170	08/10/2009	08/11/2009	4126	\$	15,000.00
2416-1082-170	08/10/2009	08/11/2009	4127	\$	12,500.00
2416-1082-170	08/10/2009	08/11/2009	4128	\$	12,000.00
2416-1082-170	08/10/2009	08/11/2009	7120	\$	(15,209.25)
2416-1082-170	08/11/2009	08/11/2009		\$	(10,410.75)
2416-1082-170	08/11/2009	08/13/2009		\$	(3,494.50)
2416-1082-170	08/13/2009	08/17/2009	4141	\$	16,500.00
2416-1082-170	08/14/2009	<del></del>	4151	\$	24,500.00
2416-1082-170	08/17/2009	08/17/2009	4153	\$	18,000.00
2416-1082-170	08/17/2009	08/18/2009	4152	\$	15,000.00
2416-1082-170	08/17/2009	08/18/2009	4132	\$	(19,000.00)
2416-1082-170	08/18/2009	08/18/2009		\$	(21,500.00)
2416-1082-170	08/19/2009	08/19/2009	4165	\$	13,000.00
2416-1082-170	08/20/2009	08/21/2009	4164	\$	11,000.00
2416-1082-170	08/20/2009	08/21/2009	4174	\$	20,000.00
2416-1082 <b>-</b> 170	08/21/2009	08/24/2009	4174	\$	18,000.00
2416-1082-170	08/21/2009	08/24/2009	4173	\$	(31,500.00)
2416-1082-170	08/24/2009	08/24/2009	44.02	\$	13,000.00
2416-1082-170	08/25/2009	08/26/2009	4183	э \$	11,000.00
2416-1082-170	08/25/2009	08/26/2009	4182	э \$	(15,750.00)
2416-1082 <del>-</del> 170	08/27/2009	08/27/2009	4004	\$ \$	22,000.00
2416-1082-170	08/28/2009	08/31/2009	4201	э \$	20,000.00
2416-1082-170	08/28/2009	08/31/2009	4202	Φ	20,000.00

	<b>-</b> .	Date cleared bank			Truck Depot Expedite
Account	Date	<del></del>	Num		
2416-1082-170	08/28/2009	08/31/2009	4203	\$	13,000.00
2416-1082-170	08/31/2009	09/01/2009	4208	\$	14,375.00
2416-1082-170	08/31/2009	09/01/2009	4207	\$	13,275.00
2416-1082-170	09/01/2009	09/01/2009		\$	(10,000.00)
2416-1082-170	09/01/2009	09/01/2009	4047	\$	(10,000.00)
2416-1082-170 2416-1082 <b>-</b> 170	09/01/2009 09/01/2009	09/02/2009 09/02/2009	4217 4216	\$	20,000.00
2416-1082-170	09/10/2009	09/10/2009	4210	\$ \$	12,500.00 (12,012.00)
2416-1082-170	09/14/2009	09/14/2009	4295	э \$	22,500.00
2416-1082-170	09/17/2009	09/17/2009	4290	\$	(1,000.00)
2416-1082-170	09/23/2009	09/23/2009		\$	14,500.00
2416-1082-170	09/28/2009	09/28/2009	wire	\$	15,500.00
2416-1082-170	09/28/2009	09/29/2009	******	\$	(24,024.00)
2416-1082-170	09/29/2009	09/29/2009		\$	(12,889.70)
2416-1082-170	09/30/2009	09/30/2009	wire	\$	23,500.00
2416-1082-170	10/01/2009	10/01/2009		\$	(15,949.50)
2416-1082-170	10/01/2009	10/01/2009		\$	(7,292.25)
2416-1082-170	10/01/2009	10/05/2009	4353	\$	28,500.00
2416-1082-170	10/01/2009	10/05/2009	4352	\$	24,500.00
2416-1082-170	10/01/2009			\$ \$	,
		10/06/2009	4360		20,000.00
2416-1082-170	10/02/2009	10/06/2009	4361	\$	18,500.00
2416-1082-170	10/12/2009	10/14/2009	4398	\$	24,975.00
2416-1082-170	10/13/2009	10/15/2009	4402	\$	24,500.00
2416-1082-170	10/16/2009	10/16/2009	4423	\$	3,500.00
2416-1082-170	10/14/2009	10/19/2009	4411	\$	24,500.00
2416-1082-170	10/14/2009	10/19/2009	4412	\$	19,500.00
2416-1082-170	10/15/2009	10/19/2009	4422	\$	24,500.00
2416-1082-170	10/16/2009	10/19/2009	4432	\$	26,500.00
2416-1082-170	10/16/2009	10/19/2009	4431	\$	24,500.00
2416-1082-170	10/19/2009	10/19/2009		\$	(32,000.00)
2416-1082-170	10/20/2009	10/20/2009		\$	(1,003.00)
2416-1082-170	10/19/2009	10/21/2009	4443	\$	19,000.00
2416-1082-170	10/19/2009	10/21/2009	4442	\$	18,000.00
2416-1082-170	10/20/2009	10/22/2009	4460	\$	21,500.00
2416-1082-170	10/20/2009	10/22/2009	4459	\$	20,000.00
2416-1082-170	10/26/2009	10/26/2009		\$	(7,566.30)
2416-1082-170	10/28/2009	10/28/2009		\$	(25,500.00)
2416-1082-170	10/27/2009	10/29/2009	4495	\$	28,500.00
2416-1082-170	10/28/2009	10/30/2009	4504	\$	21,500.00
2416-1082-170	10/28/2009	10/30/2009	4503	\$	15,000.00
2416-1082-170	11/02/2009	11/02/2009		\$	(25,000.00)
2416-1082-170	11/02/2009	11/02/2009		\$	(5,000.00)
2416-1082-170	10/30/2009	11/03/2009	4521	\$	19,500.00
2416-1082-170	10/30/2009	11/03/2009	4520	\$	18,500.00
2416-1082-170	11/02/2009	11/03/2009	4524	\$	17,500.00
2416-1082-170	11/02/2009	11/03/2009	4523	\$	16,500.00
2416-1082-170	11/02/2009	11/03/2009	26	\$	42,500.00
2416-1082-170	11/02/2009	11/04/2009	29	Ф \$	39,500.00
2416-1082-170	11/02/2009				•
		11/04/2009	30	\$	34,500.00
2416-1082-170	11/04/2009	11/04/2009		\$	(29,750.00)
2416-1082-170	11/04/2009	11/04/2009		\$	(5,000.00)
2416-1082-170	11/04/2009	11/04/2009		\$	5,000.00

## Financial Transport Inc. Account QuickReport

As of February 3, 2010

	Date cleared			Truck Depot Expedite	
Account	Date	bank	Num		
2416-1082-170	11/03/2009	11/05/2009	4540	\$	23,000.00
2416-1082-170	11/03/2009	11/05/2009	4539	\$	22,500.00
2416-1082-170	11/05/2009	11/05/2009		\$	(20,550.00)
2416-1082-170	11/04/2009	11/06/2009	4553	\$	21,500.00
2416-1082-170	11/04/2009	11/06/2009	4552	\$	19,500.00
2416-1082-170	11/05/2009	11/09/2009	4567	\$	32,500.00
2416-1082-170	11/05/2009	11/09/2009	4566	\$	24,500.00
2416-1082-170	11/05/2009	11/09/2009	4565	\$	19,500.00
2416-1082-170	11/09/2009	11/09/2009		\$	(60,750.00)
2416-1082-170	11/10/2009	11/10/2009		\$	(23,152.50)
2416-1082-170	11/09/2009	11/12/2009	4589	\$	40,000.00
2416-1082-170	11/09/2009	11/12/2009	4588	\$	35,000.00
2416-1082-170	11/09/2009	11/12/2009	4587	\$	33,000.00
2416-1082-170	11/09/2009	11/12/2009	. 4590	\$	27,000.00
2416-1082-170	11/12/2009	11/12/2009		\$	(40,000.00)
2416-1082-170	11/13/2009	11/13/2009		\$	(36,000.00)
2416-1082-170	11/16/2009	11/16/2009		\$	(28,875.00)
2416-1082-170	11/17/2009	11/19/2009	4657	\$	22,500.00
2416-1082-170	11/18/2009	11/19/2009	4669	\$	35,000.00
2416-1082-170	11/18/2009	11/19/2009	4668	\$	30,000.00
2416-1082-170	11/18/2009	11/19/2009	4670	\$	24,000.00
2416-1082-170	11/20/2009	11/20/2009	4684	\$	15,000.00
2416-1082-170	11/23/2009	11/23/2009		\$	(35,000.00)
2416-1082-170	11/20/2009	11/24/2009	4694	\$	25,000.00
2416-1082-170	11/20/2009	11/24/2009	4693	\$	20,000.00
2416-1082-170	11/25/2009	11/25/2009		\$	(27,500.00)
2416-1082-170	12/01/2009	12/01/2009	4777	\$	28,000.00
2416-1082-170	12/01/2009	12/02/2009	4792	\$	26,250.00
2416-1082-170	12/01/2009	12/02/2009	4793	\$	23,250.00
2416-1082-170	12/02/2009	12/02/2009	4797	\$	24,500.00
2416-1082-170	12/02/2009	12/02/2009	4796	\$	21,500.00
2416-1082-170	12/07/2009	12/07/2009	4839	\$	13,275.00
2416-1082-170	12/07/2009	12/08/2009	4838	\$	11,225.00
2416-1082-170	12/15/2009	12/15/2009	4893	\$	19,000.00
2416-1082-170	12/15/2009	12/16/2009	4895	\$	26,500.00
2416-1082-170	12/17/2009	12/18/2009	4916	\$	20,500.00
2416-1082-170	12/17/2009	12/18/2009	4917	\$	18,000.00
2416-1082-170	12/11/2009	12/18/2009	4918	\$	21,500.00
	12/10/2009	12/21/2009		\$	(12,393.98)
2416-1082-170 2416-1082-170	12/21/2009	12/31/2009	4979	\$	24,500.00
Z410-100Z-110	, 2, 20, 2000			\$	1,604,402.27

Account	Date	Date cleared bank Num	•	Truck Depot Expedite
2416-4612-172	07/15/2009	07/15/2009	\$	(5,000.00)
2416-4612-172	07/29/2009	07/29/2009	\$	(26,500.00)
2416-4612-172	08/04/2009	08/05/2009 1175	\$	15,500.00
2416-4612-172	08/06/2009	08/07/2009 1176	\$	4,500.00
2416-4612-172	08/06/2009	08/07/2009 1177	\$	5,500.00
2416-4612-172	08/06/2009	08/07/2009 1178	\$	5,000.00
2416-4612-172	08/10/2009	08/10/2009	\$	(15,500.00)
2416-4612-172	08/14/2009	08/17/2009 1182	\$	3,500.00
2416-4612-172	08/17/2009	08/18/2009 1183	\$	7,500.00
2416-4612-172	08/17/2009	08/18/2009 1184	\$	5,500.00
2416-4612-172	08/18/2009	08/18/2009	\$	(20,000.00)
2416-4612-172	08/18/2009	08/18/2009	\$	(19,000.00)
2416-4612-172	08/19/2009	08/19/2009	\$	(11,950.00)
2416-4612-172	08/24/2009	08/25/2009 1185	\$	8,000.00
2416-4612-172	08/25/2009	08/25/2009	\$	(8,750.00)
2416-4612-172	08/31/2009	09/01/2009 1189	\$	6,500.00
2416-4612-172	08/31/2009	09/01/2009 1190	\$	7,200.00
2416-4612-172	09/01/2009	09/01/2009	\$	(6,900.00)
2416-4612-172	09/01/2009	09/01/2009	\$	(7,600.00)
2416-4612-172	09/08/2009	09/08/2009 wire	\$	24,000.00
2416-4612-172	09/09/2009	09/09/2009	\$	(24,000.00)
2416-4612-172	09/09/2009	09/09/2009	\$	(29,000.00)
2416-4612-172	09/10/2009	09/10/2009 wire	\$	25,000.00
2416-4612-172	09/14/2009	09/14/2009 wire	\$	30,000.00
2416-4612-172	09/16/2009	09/16/2009	\$	(23,500.00)
2416-4612-172	09/21/2009	09/21/2009	\$	(17,000.00)
2416-4612-172	09/21/2009	09/21/2009 wire	\$	20,000.00
2416-4612-172	09/22/2009	09/22/2009	\$	(16,500.00)
2416-4612-172	09/25/2009	09/25/2009	\$	(26,000.00)
2416-4612-172	09/28/2009	09/28/2009	\$	(13,800.00)
2416-4612-172	09/28/2009	09/28/2009 wire	\$	47,500.00
2416-4612-172	09/29/2009	09/29/2009	\$	(9,300.00)
2416-4612-172	09/29/2009	09/29/2009	\$	(9,000.00)
2416-4612-172	09/30/2009	09/30/2009	\$	(9,100.00)
2416-4612-172	10/01/2009	10/01/2009 wire	\$	6,000.00
2416-4612-172	10/02/2009	10/02/2009	\$	(13,600.00)
2416-4612-172	10/05/2009	10/05/2009	\$	18,000.00
2416-4612-172	10/08/2009	10/08/2009	\$	(1,500.00)
2416-4612-172	10/13/2009	10/13/2009	\$	(38,500.00)
2416-4612-172	10/16/2009	10/16/2009	\$	(16,000.00)
2416-4612-172	10/19/2009	10/20/2009 1197	\$	21,000.00
2416-4612-172	10/20/2009	10/20/2009	\$	(21,000.00)
2416-4612-172	10/20/2009	10/20/2009	\$	(20,000.00)
2416-4612-172	10/28/2009	10/28/2009	\$	(30,000.00)
2416-4612-172	10/29/2009	10/29/2009	\$	(8,000.00)
2416-4612-172	11/02/2009	11/04/2009 1199	\$	13,500.00

Account	Date	Date cleared bank	Num		uck Depot xpedite
2416-4612-172	11/02/2009	11/04/2009	1200	\$	12,000.00
2416-4612-172	11/04/2009	11/04/2009		\$	(25,500.00)
2416-4612-172	11/06/2009	11/09/2009	1201	\$	7,000.00
2416-4612-172	11/09/2009	11/09/2009		\$	(7,500.00)
2416-4612-172	11/09/2009	11/10/2009	1202	\$	10,500.00
2416-4612-172	11/10/2009	11/10/2009		\$	(10,500.00)
2416-4612-172	11/16/2009	11/17/2009	1203	\$	3,000.00
2416-4612-172	11/16/2009	11/17/2009		\$	12,500.00
	11/16/2009	11/17/2009		\$	11,000.00
2416-4612-172		11/17/2009	1200	\$	(23,500.00)
2416-4612-172	11/17/2009	11/17/2009		\$	(7,500.00)
2416-4612-172	11/17/2009			\$	(37,500.00)
2416-4612-172	11/18/2009	11/18/2009	1207	\$	10,500.00
2416-4612-172	11/19/2009	11/23/2009		\$ \$	(12,150.00)
2416-4612-172	11/23/2009	11/23/2009			• •
2416-4612-172	11/23/2009	11/23/2009		\$	(21,500.00)
2416-4612-172	11/20/2009	11/24/2009		\$	(11,000.00)
2416-4612-172	11/20/2009	11/24/2009		\$	12,100.00
2416-4612-172	11/23/2009	11/25/2009		\$	16,500.00
2416-4612-172	11/24/2009	11/25/2009		\$	18,000.00
2416-4612-172	11/24/2009	11/25/2009		\$	15,000.00
2416-4612-172	11/25/2009	11/25/2009		\$	(46,100.00)
2416-4612-172	11/23/2009	11/26/2009	1209	\$	14,500.00
2416-4612-172	11/26/2009	11/27/2009	1214	\$	8,000.00
2416-4612-172	11/26/2009	11/27/2009	1215	\$	7,500.00
2416-4612-172	11/27/2009	11/27/2009		\$	(16,500.00)
2416-4612-172	11/30/2009	12/01/2009	1216	\$	7,000.00
2416-4612-172	11/30/2009	12/01/2009		\$	8,000.00
2416-4612-172	12/01/2009	12/01/2009		\$	(16,050.00)
2416-4612-172	12/07/2009	12/08/2009		\$	11,500.00
2416-4612-172	12/07/2009	12/08/2009		\$	13,000.00
2416-4612-172	12/08/2009	12/08/2009		\$	(23,300.00)
2416-4612-172	12/09/2009	12/09/2009		\$	(23,300.00) 8,500.00
2416-4612-172	12/11/2009	12/14/2009		\$ \$	(8,000.00)
2416-4612-172	12/14/2009	12/14/2009		\$	9,500.00
2416-4612-172	12/15/2009	12/16/2009 12/16/2009		\$	8,500.00
2416-4612-172	12/15/2009			\$	(17,500.00)
2416-4612-172	12/16/2009 12/18/2009			\$	8,500.00
2416-4612-172 2416-4612-172	12/16/2009			\$	(9,500.00)
2416-4612-172	12/21/2009			\$	13,500.00
2416-4612-172	12/23/2009			\$	(14,000.00)
2416-4612-172	12/24/2009			\$	(26,000.00)
2416-4612-172	12/24/2009			\$	(19,500.00)
2416-4612-172	12/29/2009			\$	(16,500.00)
2416-4612-172	12/29/2009		9 1231	\$	13,250.00
2416-4612-172	12/30/2009		9	\$	(13,500.00)
2416-4612-172	12/31/2009	12/31/2009	9	\$	(23,250.00)
2416-4612-172	01/04/2010	01/05/2010	1232	\$	13,000.00
2416-4612-172	01/05/2010	01/05/2010	0	\$	(14,000.00)

9:56 AM 02/05/10 Accrual Basis

Account	Date	Date cleared bank	Num	•	Truck Depot Expedite
2416-4612-172	01/05/2010	01/06/2010	1233	\$	18,500.00
2416-4612-172	01/06/2010	01/06/2010		\$	(19,000.00)
2416-4612-172	01/11/2010	01/11/2010		\$	(16,000.00)
2416-4612-172	01/08/2010	01/12/2010	1234	\$	15,500.00
2416-4612-172	01/13/2010	01/14/2010	1236	\$	9,500.00
2416-4612-172	01/14/2010	01/14/2010		\$	(27,000.00)
2416-4612-172	01/14/2010	01/14/2010		\$	8,000.00
2416-4612-172	01/14/2010	01/14/2010		\$	8,000.00
				\$	(347,100.00)

#### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal Deposit Account 2416 1085-654

Date	Name	Chq#	Truck Depot Expedite (TDEX)	
4-Aug-09	Cheque	222	\$	18,000.00
4-Aug-09 4-Aug-09	Cheque	223	\$	17,500.00
7-Aug-09	ABM Deposit 3835 Bloor		\$	(17,500.00)
10-Aug-09	Deposit at BR 0470		\$	(18,000.00)
11-Aug-09			\$	(11,401.68)
12-Aug-09			\$	(9,925.43)
19-Aug-09	Deposit at BR 0470		\$	(13,297.65)
26-Aug-09	Deposit at BR 0470		\$	(18,535.11)
31-Aug-09	Deposit at BR 0470		\$	(15,789.91)
1-Sep-09	Deposit at BR 0470		\$	(9,471.80)
2-Sep-09	Deposit at BR 0470		\$	(4,232.37)
3-Sep-09	ABM Deposit 3835 Bloor		\$	(25,835.94)
8-Sep-09	ABM Deposit 3835 Bloor		\$	(31,080.00)
8-Sep-09	ABM Deposit 3835 Bloor		\$	(13,138.92)
9-Sep-09	Deposit at BR 0470		\$	(15,000.00)
1-Oct-09	ABM deposit, 3835 Bloor St		\$	(9,000.00)
9-Oct-09	ABM deposit, 3835 Bloor St		\$	(12,890.88)
13-Oct-09	ABM Deposit 3835 Bloor		\$	(13,137.15)
30-Oct-09	Deposit at BR 0470		\$	(20,000.00)
30-Oct-09	Deposit at BR 0470		\$	(7,151.77)
4-Nov-09	Deposit at BR 0470		\$	(16,500.00)
9-Nov-09	Deposit at BR 0470		\$	(70,000.00)
13-Nov-09	•	508	\$	24,500.00
13-Nov-09	·	506	\$	21,500.00
13-Nov-09	•	507	\$	26,500.00
17-Nov-09			\$	(40,500.00)
18-Nov-09	·		\$	(44,850.00)
18-Nov-09	*	521	\$	26,500.00
18-Nov-09	Cheque	522	\$	23,500.00
19-Nov-09	Deposit at BR 0470		\$	(30,735.00)
25-Nov-09	Deposit at BR 0470		\$	(2,963.08)
			-\$	(312,936.69)
				(3.2,22.00)

#### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal US\$ Business Current Account 2416-4612-623

Date	Name	Chq#	ruck Depot pedite. Inc.
5-Aug-09	Cheque	9	\$ 16,000.00
20-Aug-09	Cheque	37	\$ 7,000.00
20-Aug-09	Cheque	38	\$ 8,500.00
25-Aug-09	Cheque	39	\$ 8,500.00
25-Aug-09	Cheque	40	\$ 9,500.00
11-Sep-09	Cheque	41	\$ 6,000.00
11-Sep-09	Cheque	42	\$ 6,000.00
			\$ 61,500.00

#### Global Transport Insurance Brokers Bank of Montreal Operating Account 2416-1084-758

Date		Name	Transaction	T	ruck Depot Expedite
25-Aug-09	TDEX		ATM Deposit	\$	(14,774.33)
				\$	(14,774.33)

#### Global Transport Insurance Brokers Bank of Montreal Trust Account 2416-1084-774

Date	Name	Transaction	ruck Depot Expedite
	EX / FTI	ATM Deposit	\$ (10,951.89)
			\$ (10,951.89)

Jain Truck Lease Ltd.
Bank of Montreal CDN\$ Account 2416-1083-077

Date	Name	Transacti	on	Truck Depot Expedite
15-Jul-09 <sup>-</sup>	TDX/FTI	Branch Depos	sit	\$ (1,010.12)
	Fruck Depot Expedite	Branch Depos	sit	\$ (4,748.73)
30-Jul-09 -	Fruck Depot Expedite	Branch Depos	sit	\$ (822.61)
4-Aug-09 -	TDX/FTI	ATM Deposit		\$ (4,000.00)
	Truck Depot Expedite	ATM Deposit		\$ (4,750.00)
6-Aug-09	Truck Depot Expedite	Chq 2208		\$ 9,500.00
10-Aug-09		ATM Deposit		\$ (8,000.00)
13-Aug-09 <sup>-</sup>	Fruck Depot Expedite	Chq 2213		\$ 14,500.00
19-Aug-09 <sup>-</sup>	Fruck Depot Expedite	Chq 2217		\$ 5,605.03
19-Aug-09	Fruck Depot Expedite	Chq 2216		\$ 10,350.73
25-Aug-09	Fruck Depot Expedite	Chq 51		\$ 17,000.00
25-Aug-09 1	Fruck Depot Expedite	Chq 50		\$ 15,000.00
27-Aug-09 1	Fruck Depot Expedite	Chq 2222		\$ 15,000.00
•	Fruck Depot Expedite	Chq 2223		\$ 14,000.00
_	Fruck Depot Expedite	Chq 2229		\$ 10,000.00
•	Fruck Depot Expedite	Chq 2228		\$ 12,500.00
1-Sep-09 7	Fruck Depot Expedite	Chq 2227		\$ 14,975.00
•	Fruck Depot Expedite	Chq 2230		\$ 16,750.00
•	Fruck Depot Expedite	Chq 2231		\$ 15,000.00
•	Fruck Depot Expedite	Chq 2237		\$ 18,500.00
•	Truck Depot Expedite	Chq 2236		\$ 17,500.00
•	Truck Depot Expedite	Chq 2238		\$ 16,500.00
•	Fruck Depot Expedite	Chq 2241		\$ 24,000.00
•	Truck Depot Expedite	Chq 2239		\$ 20,000.00
	Truck Depot Expedite	Chq 2240		\$ 15,500.00
· <del>-</del>	Truck Depot Expedite	Chq 2242		\$ 20,000.00
-	Truck Depot Expedite	Chq 2243		\$ 19,500.00
•	Truck Depot Expedite	Chq 2244		\$ 22,000.00
•	Truck Depot Expedite	ATM Deposit		\$ (21,750.00)
,	Truck Depot Expedite	Chq 2247		\$ 22,000.00
•	Truck Depot Expedite	Chq 2245		\$ 15,000.00
•	Truck Depot Expedite	Chq 2246		\$ 18,000.00
•	Fruck Depot Expedite	Chq 2250		\$ 15,000.00
•	Truck Depot Expedite	Chg 2251		\$ 18,500.00
•	Truck Depot Expedite	Chq 2252		\$ 13,000.00
•	Truck Depot Expedite	Chq 2256		\$ 8,500.00
•	Truck Depot Expedite	Chq 2254		\$ 16,000.00
•	Truck Depot Expedite	Chq 2255		\$ 11,500.00
	Truck Depot Expedite	ATM Deposit		\$ (22,447.50)
	ruck Depot Expedite	Chq 2262		\$ 20,625.00
	ruck Depot Expedite	Chg 2261		\$ 14,500.00
	ruck Depot Expedite	Chq 2263		\$ 18,500.00
	ruck Depot Expedite	Chq 2265		\$ 15,000.00
	ruck Depot Expedite	Chg 2266		\$ 12,000.00
•	ruck Depot Expedite	Chq 2293		\$ 24,500.00
	Truck Depot Expedite	Chq 2284		\$ 885.71
	Truck Depot Expedite	Chq 2314		\$ 19,500.00
	Truck Depot Expedite	•	2329	\$ 8,000.00
	Deposit BR 0470			\$ (16,000.00)
	Deposit BR 0470			\$ (2,531.91)
	•			

					Truck Depot
Date	Name	Transact			Expedite
	Coppot Expedite		2340	\$	24,500.00
	Coppot Expedite		2341	\$	28,850.00
	Composite Composite		2345	\$	21,500.00
	Composite Composite		2344	\$	19,500.00
	Composite Composite		2360	\$	21,500.00
25-Nov-09 Truck	CDepot Expedite		2361	\$	22,500.00
4-Dec-09		chq 2377		\$	21,500.00
4-Dec-09		chq 2378		\$	18,950.00
7-Dec-09		chq 2380		\$	24,950.00
7-Dec-09		chq 2382		\$	19,500.00 19,500.00
11-Dec-09		chq 2393		\$	
14-Dec-09		chq 2394		\$	21,000.00
14-Dec-09		chq 2395		\$	19,000.00
16-Dec-09		chq 2398		\$	19,750.00 (8,450.00)
17-Dec-09 ATM				\$ \$	(9,000.00)
17-Dec-09 ATM					(10,000.00)
17-Dec-09 ATM	Deposit	-b 0405		\$	19,500.00
21-Dec-09		chq 2405		\$	21,500.00
21-Dec-09		chq 2406		\$	14,000.00
22-Dec-09		chq 2408		\$ \$	18,950.00
23-Dec-09		chq 2411		\$	26,250.00
24-Dec-09		chq 2410		\$	18,950.00
24-Dec-09		chq 2414		\$	22,495.00
29-Dec-09		chq 2413 chq 2416		\$	23,950.00
30-Dec-09		chq 2418		\$	26,500.00
31-Dec-09		Citq 2410		\$	12,500.00
				Ψ \$	21,500.00
				\$	23,500.00
				\$	15,000.00
				\$	19,500.00
				\$	26,000.00
				\$	24,000.00
				\$	22,000.00
				\$	20,000.00
				\$	19,000.00
				\$	(19,000.00)
				\$	(20,000.00)
				\$	27,950.00
				\$	29,500.00
				\$	27,500.00
				\$	20,500.00
				\$	19,000.00
				\$	26,500.00
				\$	15,500.00
				\$	(15,500.00)
				\$	(26,500.00)
				\$	1,284,225.60

## Jain Truck Lease Ltd. Bank of Montreal USD\$ Account 2416-4612-244

Date	Name	Transaction	Truck Depot Expedite
6-Jul-09	Truck Depot Expedite	Branch Deposit	\$ (8,754.05)
17-Ju <b>l</b> -09	Truck Depot Expedite	Branch Deposit	\$ (2,013.41)
24-Jul-09	Truck Depot Expedite	Branch Deposit	\$ (4,986.59)
4-Aug-09	Truck Depot Expedite	Branch Deposit	\$ (5,250.00)
31-Aug-09	Truck Depot Expedite	Branch Deposit	\$ (589.99)
1-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (3,575.00)
1-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (3,575.00)
1-Sep-09	Truck Depot Expedite	Chq 1091	\$ 6,750.00
8-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (5,778.00)
10-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (3,000.00)
15-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (3,000.00)
30-Sep-09	Truck Depot Expedite	Branch Deposit	\$ (4,950.00)
5-Oct-09	Truck Depot Expedite	BR Deposit	\$ (750.00)
26-Oct-09	Truck Depot Expedite	Branch Deposit	\$ (1,598.62)
2-Nov-09	TDEX		\$ (17,688.59)
12-Nov-09	TDEX		\$ (13,056.10)
4-Dec-09		Deposit	\$ (6,067.62)
16-Dec-09		Deposit	\$ (19,680.89)
22-Dec-09		Deposit	\$ (10,711.76)
4-Jan-10	Deposit at 0470		\$ (21,000.00)
4-Jan-10	Cheque #1125		\$ 19,000.00
5-Jan-10	Deposit at 0470		\$ (2,607.02)
7-Jan-10	Deposit at 0470		\$ (23,000.00)
7-Jan-10	Cheque 1128		\$ 22,500.00
8-Jan-10	Deposit at 0470		\$ (24,500.00)
8-Jan-10	Cheque #1129		\$ 16,000.00
12-Jan-10	Deposit at 0470		\$ (19,000.00)
12-Jan-10	Cheque 1130		\$ 18,500.00
13-Jan-10	Deposit at 0470		\$ (18,500.00)
13-Jan-10	Cheque 1131		\$ 17,500.00
			\$ (123,382.64)

#### 6181732 Canada Inc. Bank of Montreal Trust Account 2416-1085-742

Date	Name	Transaction	•	Truck Depot Expedite
24-Jul-09	Truck Depot Expedite	ATM Deposit	\$	(9,500.00)
21-Aug-09	Truck Depot Expedite	Chq 54	\$	11,000.00
2-Sep-09	Truck Depot Expedite	ATM Deposit	\$	(5,500.00)
8-Sep-09	Truck Depot Expedite	ATM Deposit	\$	(12,000.00)
8-Sep-09	Truck Depot Expedite	Chq 60	\$	19,500.00
9-Sep-09	TDEX/FTI	Branch Deposit	\$	(13,000.00)
			\$	(9,500.00)

## **Deloitte**<sub>o</sub>

June 3, 2010

Deloitte & Touche Inc. 181 Bay St. Suite 1400 Toronto, ON M5J 2V1

Tel: 416-601-6150 Fax: 416-601-6690 www.deloitte.ca

Via e-mail

Freight Trans Ltd.

Attention: Mr. David Borgan

Dear Sir:

Subject:

Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are the Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Debtors"). A review of the banking records of the Debtors indicates that net cash advances totalling \$192,050.00 (the "Advances") were paid to Freight Trans Ltd. ("FTL") by the Debtors in the period July 1, 2009 to January 31, 2010. Details of the nature of the Advances to FTL are not recorded in the Debtors' books and records. A list of the amounts and dates of the transfers is attached.

We herein request that you make arrangements to pay back the Advances, to the Receiver, by June 15, 2010. Should there be a legitimate reason why you believe that you are entitled to retain the Advances, we request that you provide the Receiver with an explanation as to what these payments were for, with copies of supporting documentation.

Yours truly,

#### Deloitte & Touche Inc.

In its capacity as Court-appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. and not in its personal capacity

Brenda Wong, CIRP Vice-President

cc: D. Robb English, Aird & Berlis LLP

Financial Transport Inc. (FTI) et. al. July 2009 to January 2010 Summary of Transfers to Freight Trans Ltd.

Entity	Transfers from BMO Account #	Freight Trans
FTI	2416-1082-170	\$ 2,330,750.00
JTC CDN	2416-1085-654	\$ (1,959,200.00)
JTL CDN	2416-1083-077	\$ (222,500.00)
2105810	2416-1086-198	\$ 43,000.00
Total		\$ 192,050.00

		Date cleared			
Account	Date	bank	Num	Fr	eight Trans
2416-1082-170	07/25/2009	07/28/2009	4014	\$	21,500.00
2416-1082-170	08/21/2009	09/16/2009	4170	\$	15,000.00
2416-1082-170	10/08/2009	10/13/2009	4389	\$	40,000.00
2416-1082-170	10/08/2009	10/13/2009	4390	\$	40,000.00
2416-1082-170	10/08/2009	10/13/2009	4388	\$	39,000.00
2416-1082-170	10/13/2009	10/15/2009	4404	\$	42,000.00
2416-1082-170	10/13/2009	10/15/2009	4403	\$	36,500.00
2416-1082-170	10/13/2009	10/15/2009	4405	\$	31,500.00
2416-1082-170	10/15/2009	10/19/2009	4415	\$	37,500.00
2416-1082-170	10/15/2009	10/19/2009	4416	\$	35,000.00
2416-1082-170	10/15/2009	10/19/2009	4417	\$	33,500.00
2416-1082-170	10/19/2009	10/21/2009	4447	\$	35,500.00
2416-1082-170	10/19/2009	10/21/2009	4446	\$	33,500.00
2416-1082-170	10/19/2009	10/21/2009	4444	\$	32,000.00
2416-1082-170	10/19/2009	10/21/2009	4445	\$	29,000.00
2416-1082-170	10/20/2009	10/22/2009	4455	\$	40,000.00
2416-1082-170	10/20/2009	10/22/2009	4454	\$	39,500.00
2416-1082-170	10/20/2009	10/22/2009	4456	\$	38,500.00
2416-1082-170	Prior	10/22/2009	4168	\$	15,000.00
2416-1082-170	10/21/2009	10/23/2009	4463	\$	35,000.00
2416-1082-170	10/21/2009	10/23/2009	4467	\$	29,000.00
2416 <b>-</b> 1082-170	10/21/2009	10/26/2009	4464	\$	33,000.00
2416-1082-170	10/21/2009	10/26/2009	4466	\$	25,000.00
2416-1082-170	Prior	10/26/2009	4169	\$	15,000.00
2416-1082-170	10/23/2009	10/27/2009	4478	\$	45,000.00
2416-1082-170	10/23/2009	10/27/2009	4481	\$	42,000.00
2416-1082-170	10/23/2009	10/27/2009	4479	\$	40,000.00
2416-1082-170	10/26/2009	10/28/2009	4486	\$	45,000.00
2416-1082-170	10/26/2009	10/28/2009	4487	\$	35,000.00
2416-1082-170	10/26/2009	10/28/2009	4488	\$	25,000.00
2416-1082-170	10/27/2009	10/29/2009	4493	\$	44,500.00
2416-1082-170	10/27/2009	10/29/2009	4494	\$	40,000.00
2416-1082-170	10/27/2009	10/29/2009	4492	\$	35,000.00
2416-1082-170	10/28/2009	10/30/2009	4502	\$	51,000.00
2416-1082-170	10/28/2009	10/30/2009	4501	\$	48,000.00
2416-1082-170	10/28/2009	10/30/2009	4500	\$	45,000.00
2416-1082-170	10/29/2009	11/02/2009	4507	\$	50,000.00
2416-1082-170	10/29/2009	11/02/2009	4509	\$	49,000.00
2416-1082-170	10/29/2009	11/02/2009	4508	\$	47,000.00
2416-1082-170	10/29/2009	11/02/2009	4510	\$	44,000.00
2416-1082-170	10/30/2009	11/03/2009	4517	\$	58,000.00
2416-1082-170	10/30/2009	11/03/2009	4516	\$	50,000.00
2416-1082-170	10/30/2009	11/03/2009	4515	\$	40,000.00
2416-1082-170	11/02/2009	11/04/2009	4532	\$	51,000.00
2416-1082-170	11/02/2009	11/04/2009	4533	\$	48,000.00

9:53 AM 02/05/10 Accrual Basis

## Financial Transport Inc. Account QuickReport

As of February 3, 2010

	•	Date cleared bank	Norma	F	reight Trans
Account	Date	Dank	Num		reight trune
2416-1082-170	11/02/2009	11/04/2009	4531	\$	43,000.00
2416-1082-170	11/03/2009	11/05/2009	4538	\$	50,000.00
2416-1082-170	11/03/2009	11/05/2009	4537	\$	46,500.00
2416-1082-170	11/04/2009	11/06/2009	4546	\$	60,250.00
2416-1082-170	11/04/2009	11/06/2009	4544	\$	58,500.00
2416-1082-170	11/04/2009	11/06/2009	4545	\$	57,000.00
2416-1082-170	11/05/2009	11/09/2009	4561	\$	47,500.00
2416-1082-170	11/05/2009	11/09/2009	4559	\$	45,000.00
2416-1082-170	11/05/2009	11/09/2009	4562	\$	42,000.00
2416-1082-170	11/05/2009	11/09/2009	4560	\$	40,000.00
2416-1082-170	11/06/2009	11/12/2009	4577	\$	40,000.00
2416-1082-170	11/06/2009	11/12/2009	4574	\$	39,000.00
2416-1082-170	11/06/2009	11/12/2009	4575	\$	38,000.00
2416-1082-170	11/06/2009	11/12/2009	4576	\$	36,000.00
2416-1082-170	11/13/2009	11/13/2009		\$	(16,000.00)
				\$	2,330,750.00

#### Freightliner of Kingston Inc., Jain Truck Centers Bank of Montreal Deposit Account 2416 1085-654

Date	Name	Freight Trans Ltd. (FTL)	
13-Oct-09	Deposit at BR 0470	\$ (108,000.00)	
15-Oct-09	Deposit BR 0470	\$ (105,000.00)	
19-Oct-09	Deposit at BR 0470	\$ (77,000.00)	
20-Oct-09	Deposit at BR 0470	\$ (117,600.00)	
21-Oct-09	Deposit at BR 0470	\$ (53,500.00)	
22-Oct-09	Deposit at BR 3297	\$ (117,600.00)	
22-Oct-09	Deposit at BR 0470	\$ (115,000.00)	
23-Oct-09	Deposit at BR 0470	\$ (126,000.00)	
26-Oct-09	Deposit at BR 0470	\$ (105,000.00)	
26-Oct-09	returned item	\$ 56,175.00	
26-Oct-09	returned item	\$ 61,425.00	
27-Oct-09	Deposit at BR 0470	\$ (119,400.00)	
27-Oct-09	ABM Deposit 7145 Goreway	\$ (72,500.00)	
28-Oct-09	Deposit at BR 0470	\$ (72,150.00)	
29-Oct-09	Deposit at BR 0470	\$ (49,000.00)	
29-Oct-09	ABM Deposit 3835 Bloor	\$ (74,000.00)	
30-Oct-09	ABM Deposit 3835 Bloor	\$ (71,000.00)	
2-Nov-09	Deposit at BR 0470	\$ (72,500.00)	
2-Nov-09	ABM Deposit 3835 Bloor	\$ (74,000.00)	
3-Nov-09	ABM Deposit 7145 Goreway	\$ (74,250.00)	
4-Nov-09	ABM Deposit 3835 Bloor	\$ (73,150.00)	
4-Nov-09	Deposit at BR 0470	\$ (79,500.00)	
5-Nov-09	ABM Deposit 3835 Bloor	\$ (74,500.00)	
5-Nov-09	Deposit at BR 0470	\$ (79,500.00)	
6-Nov-09	ABM Deposit 3835 Bloor	\$ (74,000.00)	
9-Nov-09	Deposit at BR 0470	\$ (92,650.00)	
		\$ (1,959,200.00)	

## Jain Truck Lease Ltd. Bank of Montreal CDN\$ Account 2416-1083-077

Date	Name	Transaction	F	reight Trans
19-Oct-09	FTI	ATM Deposit	\$	(26,000.00)
19-Oct-09	FTI	Branch Deposit	\$	(19,500.00)
20-Oct-09	Freight Trans	ATM Deposit	\$	(74,000.00)
26-Oct-09	Freight Trans	Chq 2316	\$	45,000.00
26-Oct-09	Freight Trans	Chq 2317	\$	30,000.00
26-Oct-09	Freight Trans	Chq 2315	\$	40,000.00
28-Oct-09	Freight Trans	ATM Deposit	\$	(69,500.00)
29-Oct-09	Freight Trans	ATM Deposit	\$	(74,500.00)
2-Nov-10	ABM Deposit		\$	(52,000.00)
4-Nov-10	Depposit BR 0470		\$	(22,000.00)
			\$	(222,500.00)

## 2105810 Ontario Inc. Bank of Montreal CDN\$ Account 2416-1086-198

Date	Name	Transaction	Fı	eight Trans Ltd.
5-Nov-09 FTI		Chq 33	\$	43,000.00
			\$	43,000.00



5 KEPPEL STREET, P.O. BOX 130, DUNDALK, ONTARIO NOC 1B0 SALES: (800) 700-2865 OR (519) 923-2016 FAX: (519) 923-2672 OR (519) 923-0201

June 14 2010

Deloitte & Touche Inc 181 Bay Street Suite 1400 Toronto ON M5J 2V1

Brenda Wong Vice President

Dear Madam,

With reference to your letter dated June 3 2010 regarding advances received by Alumi Bunk Corporation during period July 1 2010 – Jan 31 2010 the following is the explanation as per our records.

6181732 Canada Inc.

3- July Alumi Bunk Corp --- CK # 48

\$ 16,268.65

Comerica debited Alumi Bunk Corporations account for a loan interest charges advanced to the above company (6181732 Canada Inc) Exh: 1,2,3

Financial Transport Inc

2416-1082-170 ---- 6/30/2009 07/10/2009

4004

\$ 10,355.67

The above amount was paid against the referenced involces of Alumi Bunk to Financial Transport Exh: 4, 5

Freightliner of Kingston JTC

7-July 09

CK# 210

\$ (5,000)

20 July 09

CK# 216

\$15,000

\$10,000

The \$5,000 and \$15,000 was applied as per statement attached. EXH: 6

#### Freightliner of Kingston Inc

Funds provided in advance to Financial Transport for \$75,927.60 by Alumi Bunk for services on July 2 2009 and it was settled to Jain Truck Centers for \$65,000 as services were not completed / rendered. Alumi Bunk requested deposit to be returned, hence Financial Transport settled its outstanding balance through its related company Jain Truck Centers.

Regards,

SC Jain

#### **Transaction Search Report**

(Exh 1)

Tammy Price, ALUMI-BUNK CORP

Report Creation Date: Jul 06, 2009 07:59:56 AM ET

Date: From

Jul 02, 2009

To **Jul 02, 20**09

Transaction Amount: From

To

Accounts: All

Serial Number: From

Τo

Transaction Type: All

Sorting Options:

**Ascending Account Number** 

**Effective Date** 

7413.05

Account Revaluation C	Enective	Serial		
FUNDS TRANSFER CR NONREF	<b>Date</b> Jul 02, 2009	90702248792	Datifis: /	55,296.00
WEB PAYMENT WIRE5918303974	Jul 02, 2009	5918303974	14,485.80	V
INTEREST COMÉRICA CANADA	Jul 02, 2009		15,708.59	/
INTEREST COMERICA CANADA	Jul 02, 2009		16,069.97	TRY
HEALTH/DENTAL CLAIM BENEFITS TRUST	Jul 02, 2009		851.19	<b>V</b>
AUTOMOBILE RENT LANDMARK LEASNG	Jul 02, 2009		3,069.08	/
BILL PAYMENT UPS	Jul 02, 2009		174.16	/
MISC PAYMENT WEST YORK CHEVR	Jul 02, 2009	·	1,706.30	V
CHQ 14644	Jul 02, 2009	14644	234.49	Payroll .
CHQ 14612	Jul 02, 2009	14612	250.00	Eberhard.
CHQ 14613	Jul 02, 2009	14613	250.00	Eberhand.
CHQ 14631	Jul 02, 2009	14631	627.65	Paynil
CHQ 14630	Jul 02, 2009	14630	798.21	Payroll
.CHQ 14626	Jul 02, 2009	14626	831.00	Pauroll
CHQ 14622	Jul 02, 2009	14622	1,604.94	Shakwin
Account Total N CAD Total			56:661:38 56:661:38	455,296;00 557,296;00

6057.67

## Previous Day Transaction Statement

Tammy Price , ALUMI-BUNK CORP

Report Creation Date: Jul 06, 2009 08:03:01 AM ET

			And the section of th	Opening Ba	lance: 6,057
FOORT	Jul 03, 2009			3,069.08	Landmark
DDS 1111	Jul 03, 2009	1111		16,268.65	7.0 · >
HQ 14483	Jul 03, 2009	14483	250.00	Centre Grey	
HQ 14647	Jul 03, 2009	14647	597.19	Kob Cove	
HQ 14611	Jul 03, 2009	14611	679.14	Sluyter Co.	
HQ 14628	Jul 03, 2009	14628	756.79	Tradall -	
HQ 14637	Jul 03, 2009	14637	800.07	Daydol	
HQ 14643	Jul 03, 2009	14643	879.66	Yayroll	
HQ 14471	Jul 03, 2009	14471	904,05	Crittoner _	
HQ 14635	Jul 03, 2009	14635	1,011.85	Dayroll	
HQ 14625	Jul 03, 2009	14625	1,012.43	Day 1611	
HQ 14640	Jul 03, 2009	14640	1,014.11	Payou	
HQ 14629	Jul 03, 2009	. 14629	1,144.72	Yayrd	
CHQ 14624	Jul 03, 2009	14624	1,185.44	Rayal	<u> </u>
CHQ 14636	Jul 03, 2009	14636	1,189.04	Mayboll	
HQ 14638	Jul 03, 2009	14638	1,201.18	Payroll	
HQ 14633	Jul 03, 2009	14633	1,293.17	Payroll	
CHQ 14634	Jul 03, 2009	14634	1,351.32	Hartoll	
CHQ 14432	Jul 03, 2009	14432	1,481.55	Dartal Kyerso	8,640

8643.69
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## Alumi-Bunk Corporation General Ledger Report 06/01/2009 to 09/30/2009

					_			
Sorted by	:	Trans	sactio	מכ	N	un	ıbe	r

Date 07/03/200	Comment 9 payroll July0309	Source #	JE#	For	Debits	Credits	Balance
07/03/200		payroll july309	J3672			1,011,85	
07/03/200		payroll july309	J3672		_	1,189.04	
07/03/2009	1 - 2 7	payroll july309	J3672		_	800.07	
07/03/2009		payroll july309	J3672		_		
07/03/2009		payroll july309	J3672		_	1,201.18	
07/03/2009	1	payroll july309	J3672		_	577.90	23,501.82 Cr
		payroll july309	J3672		-	1,014.11	24,515.93 Cr
07/03/2009 07/03/2009		payroll july309	J3672		•	701.13	25,217.06 Cr
07/03/2009		payroli july309	J3672		-	469.69	25,686.75 Cr
07/03/2009	1 - y · · · y - · · · ·	payroll july309	J3672		~	879.66	26,566.41 Cr
	L-1.00 July	payroll july309	J3672		-	234.49	26,800.90 Cr
07/03/2009		payroli july309	J3672		-	2,140.31	28,941.21 Cr
07/03/2009	1 3 3	payroll july309	J3672		-	538.99	29,480.20 Cr
07/02/2009		14647	J3695		-	758.43	30,238,63 Cr
07/02/2009	West York Chevrolet Oldsmobile Lea	July 2 bank debit	J3724		-	597.19	30,835.82 Cr
07/02/2009	UPS Canada Ltd.	bank debit July 2			• -	1,706.30	32,542.12 Cr
07/02/2009	Landmark Leasing	Pay	J3726		-	174.16	32,716.28 Cr
07/02/2009	Benefits Trust	Bank Debit July 2			-	3,069.08	35,785.36 Cr
07/02/2009	JTC Bank Interest	Fee			-	851,19	36,636.55 Cr
07/02/2009	Comerica Interest		J3729			16,069.97	52,706.52 Cr
07/02/2009	Landmark Leasing	Fee	J3730		-	15,708.59	
07/02/2009	Foreign Exchange	wire July 2	J3732		-	14,485.80	68,415.11 Gr
07/03/2009	Stop Payment Landmark- wire sent f.	Dep	J3733		55,296.00	U8.COP1#1	82,900.91 Cr
07/03/2009	JTC Comerica Loan	•	J3734		3,069.08	-	27,604.91 Cr
07/06/2009		Dep	J3735		16,268.65	-	24,535.83 Cr
	Melmart Distributors Inc.	14648	J3754		10,200,00		8,267.18 Cr
07/02/2009	payroli july209	payroll july209	J3781		-	1,373.40	9,640.58 Cr
07/06/2009	O'Bara Industries	810111	J3804		7.000.00	2,501.55	12,142.13 Cr
07/06/2009	Bennett Gold Chartered Accountants	bank debit	J3811		3,969.00	-	8,173.13 Cr
07/08/2009	Bantry Metal Products (1987) Ltd.	14652	J3892		•	5,424.60	13,597.73 Cr
07/08/2009	Brafasco	14653	J3893		-	1,155.00	14,752.73 Cr
07/07/2009	CIBC to Comerica	1253			-	908.45	15,661.18 Cr
07/07/2009	Sherwin-Williams Co.	14621.	J3894	•	3,600.00		12,061.18 Cr
07/07/2009	Transfer Cdn to US	FX	J3896		-	1,604.94	13,666.12 Cr
07/07/2009	Activity Fee		J3897		-	1,800.00	15,000,12 CF
07/07/2009	Overdraft handling Fee	Fee	J3898		-	513.95	15,466.12 Cr
7/07/2009	JTC	Fee	J3899		_		15,980.07 Cr
07/07/2009	CIBC to Comerica	Dep	J3900		5,000.00	25.00	16,005.07 Cr
07/13/2009	Espar Canada	1255	J3914		3,500.00	•	11,005.07 Cr
07/10/2009		14655	J3926		0,500,00		7,505.07 · Cr
07/09/2009	UPS Canada Ltd.	14656	J3943		-	1,000.00	8,505.07 Cr
	UPS Canada Ltd.	bank debit 07/09	J3957		•	79.21	8,584.28 Cr
07/10/2009	Truck Exhaust Place	14657	J3973		-	38.04	8,622.32 Cr
07/10/2009	Livingston International Inc.	Wire07/10	J3982		-	135.47	8,757.79 Cr
7/10/2009	Financial Transport	810121			-	4,000.00	12,757.79 Cr
7/13/2009	Comerica to CIBC	14659	J3984		10,355.67	· <u>-</u>	2,402.12 Cr
7/13/2009	NeBS payroll		J3988		-	3,000,00	5,402.12 Cr
7/14/2009	Truck Depot Expedite	bank debit june19	J3996		-	50.54	
7/13/2009	NeBS payroll	810122	J4004		173,74	VV.U-1	5,452.66 Cr
7/03/2009	Royal Bank Goup Financial Services	bank debit july3	J4010		-	53.26	5,278.92 Cr
7/03/2009	Family Support Plan	bank debit july3	J4016				5,332.18 Cr
7/17/2009	Family Support Plan	14660	J4017		-	150.00	5,482.18 Cr
7/17/2009	Povel Post Court Pi	14661	J4020		-	417.50	5,899.68 Cr
7/14/2009	Royal Bank Goup Financial Services	bankdebit july17	J4021		-	417.50	6,317.18 Cr
	Nebs	Fee	J4027		-	100.00	6,417.18 Cr
7/15/2009	Transfer Cdn to US	FX			-	54.61	6,471.79 Cr
7/17/2009	payroll july17	payroll july17	J4028		-	2,750.00	9,221.79 Cr
7/17/2009	payroll july17	payroll july17	J4036		-	2,123.33	11,345.12 Cr
7/17/2009	payroll july17		J4036		-	682.63	12 027 75 0
7/17/2009	payroll july17	payroll july17	J4036		-	2,488.14	12,027.75 Cr
714 7100000	payroli july17	payroll july17	J4036				14,515.89 Cr
	payroll july17	payroll july17	J4036		<b>-</b>	1,085.48	15,601,37 Cr
14710000		payroli july17	J4036		-	1,059.90	16,661.27 Cr
	payroll july17	payroll july17	J4036		-	997.31	17,658.58 Cr
	payroll july17	payroll July17	J4036		-	485.71	18,144.29 Cr
/4 T 10000	payroll july17	payroll july17			-	1,241.88	19,386.17 Cr
/17/2009	payroll july17	payroll july17	J4036		-		20,271.47 Cr
/17/2009	payroll july17	payroli july17	J4036		•		21 440 4E A
	payroll july17	payroli july17	J4036		_		21,449.45 Cr 22,345.88 Cr
						470.70	22 345 88 Ch
	payroll july17		J4036		-	538.82	22,010.00 ()
	payroll july17	payroli july17	J4036 J4036		-	538,82	22,884.70 Cr 24,829.43 Cr

Alumi-Bunk Corporation 5 Keppel Street, Box 130 Dundalk, Ontario NOC 1B0 (Erch 4)

810121 07/10/2009

\$10,355.67

Financial Transport 7280 Dixle Rd Mississauga, Ontario L5S 1E1

#### Alumi-Bunk Corporation

#### Financial Transport

14852	1.752.45
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14856	3.950.00
14861	404.58
6077	208.95
14957	404.58
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Total

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COMERICA BANK RE: ALUMI BUNK CORPORATION

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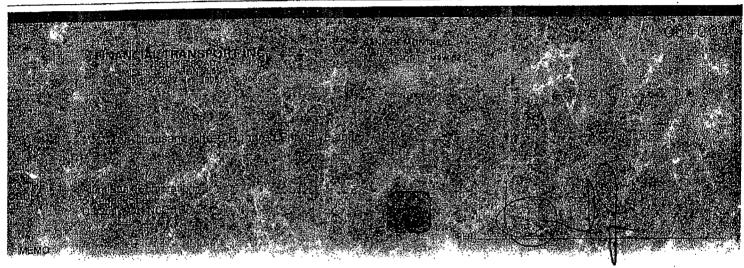
	FORM 33335 (08/2001	<b>)</b>
DETAILS	CASH (INCL COUPONS)	} ₹
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COIN		BRAKCH INSTRUCTIONS: REFER TO FOLIO O.3. FORWARD DEPOSIT & OFFIGURENTS TO YOUR PROCESSING CENTRE WITH THE REQUEAT OUR PROCE.
CON CASH TOTAL		Figure 1
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#### FINANCIAL TRANSPORT INC.

AlumiBun	k Corporation		6/30/2009	004004
01/13/2009 Bil 01/30/2009 Bil 04/30/2009 Bil 06/29/2009 Bil 06/29/2009 Cr 06/09/2009 Cr 04/24/2009 Cr 03/06/2009 Cr 01/22/2009 Cr 01/3/20/2009 Cr 01/20/2000 Cr 01/20/2000 Cr 01/20/2000 Cr 01/20/2000 Cr 01/20/2000 Cr 01/20/2000	15114   15197   15197   15271   15272   edit xfr from A/R   edit 3889   edit USD ck#1143   edit 3768   edit 3375   edit 3241	Original Amt. 415.52 416.52 1,207.50 -75,927.60 3,727.50 3,727.50 -4,725.00 18,000.00 -28,560.00 2,500.00 7,500.00 5,000.00 10,000.00	Balance Due 415.52 415.52 415.52 1,207.50 3,727.50 3,727.50 -4,725.00 -18,060.00 -28,560.00 -2,500.00 -7,500.00 -7,500.00 -1,280.47 Cheque Amount	Payment 415.52 415.52 1,207.50 75,927.60 3,727.50 -4,725.00 -18,000.00 -28,560.00 -2,500.00 -7,500.00 -7,500.00 -1,280.47 10,355.67

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Alumi-Bunk Corporation
Seneral Ledger Report 01/01/2009 to 12/31/2009
Iorted by: Transaction Number

torted by: Tran	saction Number			w		
Date	Comment	Source #	JE#	For Debits	Credits	Balance
07/03/2009	payroll july0309	payroll july309	J3672	-	1,201.18	22,923.92 Cr
07/03/2009	payroli july0309	payroll july309	J3672	-	577.90	23,501.82 Cr
07/03/2009	payroll july0309	payroll july309	J3672	-	1,014.11	24,515.93 Cr
07/03/2009	payroll july0309	payroli july309	J3672	-	701.13	25,217.06 Cr
07/03/2009	payroll July0309	payroli july309	J3672	-	469.69	25,686.75 Cr
07/03/2009	payroll july0309	payroli july309	J3672	-	879.6 <del>6</del> 234.49	26,566.41 Cr 26,800.90 Cr
07/03/2009	payroll July0309	payroll july309	J3672	-	2,140.31	28,941.21 Cr
07/03/2009	payroll july0309	payroll july309	·J3672		538.99	29,480.20 Cr
07/03/2009	payroll july0309	payroll july309	J3672 J3672	-	758.43	30,238.63 Cr
07/03/2009	payroll july0309	payroli july309	J3695		597.19	30,835.82 Cr
07/02/2009	Rob Cove	14647	J3724		1,706.30	32,542.12 Cr
07/02/2009	West York Chevrolet Oldsmobile Lea	July 2 bank debit bank debit July 2	J3725		174.16	32,716.28 Cr
07/02/2009	UPS Canada Ltd.	Pay	J3726	-	3,069.08	35,785.36 Cr
07/02/2009	Landmark Leasing	Bank Debit July 2	J3728	-	851.19	36,636.55 Cr
07/02/2009	Benefits Trust	Fee	J3729		16,069.97	52,706.52 Cr
07/02/2009	JTC Bank Interest	Fee	J3730	• -	15,708.59	68,415.11 Cr
07/02/2009	Comerica Interest	wire July 2	J3732		14,485.80	82,900.91 Cr
07/02/2009	Landmark Leasing Foreign Exchange	Dep .	J3733	55,296.00	•	27,604,91 Cr
07/02/2009	Stop Payment Landmark- wire sent f	Dep	J3734	3,069.08	-	24,535.83 Cr
07/03/2009	JTC Comerica Loan	Dep	J3735	16,268.65	•	8,267.18 Cr
07/03/2009	Melmart Distributors Inc.	14648	J3754	•	1,373.40	9,640.58 Cr
07/06/2009	payroli july209	payroll july209	J3781	-	2,501.55	12,142.13 Cr
07/02/2009	O'Bara Industries	810111	J3804	3,969.00	· -	8,173.13 Cr
07/06/2009 07/06/2009	Bennett Gold Chartered Accountants	bank debit	J3811	•	5,424,60	13,597.73 Cr
07/08/2009	Bantry Metal Products (1987) Ltd.	14652	J3892	-	1,155.00	14,752.73 Cr
07/08/2009	Brafasco	14653	J3893	•	908.45	15,661.18 Cr
07/07/2009	CIBC to Comerica	1253	J3894	3,600.00	-	12,061.18 Cr
07/07/2009	Sherwin-Williams Co.	14621.	J3896	-	1,604.94	13,666.12 Cr
07/07/2009	Transfer Cdn to US	FX	J3897	-	1,800.00	15,466.12 Cr
07/07/2009	Activity.Fee	Fee	J389B	-	513.95	15,980.07 Cr
07/07/2009	Overdraft handling Fee	Fee	J3899	-	25.00	16,005.07 Cr.
07/07/2009	JTC	Dep	J3900	5,000.00	-	11,005.07 Cr
07/07/2009	CIBC to Comerica	1255	J3914	3,500.00	-	7,505.07 Cr
07/13/2009	Espar Canada	14655	J3928	-	1,000.00	8,505.07 Cr
07/10/2009	UPS Canada Ltd.	14656	J3943	-	79.21	8,584.28 Cr
07/09/2009	UPS Canada Ltd.	bank debit 07/09	J3957	· -	38.04	8,622,32 Cr
07/10/2009	Truck Exhaust Place	14657	J3973		135.47	8,757.79 Cr
07/10/2009	Livingston International Inc.	Wire07/10	J3982	VΑ	4,000.00	12,757.79 Cr
07/10/2009	Financial Transport	810121	J3984	10,355.67		2,402.12 Cr
07/13/2009	Comerica to CIBC	14659	J3988	, -	3,000.00	5,402.12 Cr
07/13/2009	NeBS payroll	bank debit june19	J3996		50,54	5,452.66 Cr
07/14/2009	Truck Depot Expedite	810122	J4004	173.74	-	5,278.92 Cr
07/13/2009	NeBS payroll	bank debit july3	J4010	-	53.26	5,332,18 Cr
07/03/2009	Royal Bank Goup Financial Services	bank debit july3	J4016	-	150.00	5,482.18 Cr
07/03/2009	Family Support Plan .	14660	J4017	. •	417.50	5,899.68 Cr
07/17/2009	Family Support Plan	14661	J4020	-	417.50	6,317.18 Cr
07/17/2009	Royal Bank Goup Financial Services	bankdebit july17	J4021	-	100.00	6,417.18 Cr
07/14/2009	Nebs :	Fee	J4027	-	54.61	6,471.79 Cr
07/15/2009	Transfer Cdn to US	FX	J4028	-	2,750.00	9,221.79 Cr
07/17/2009	payrolt july17	payroll july17	J4036	-	2,123.33	11,345,12 Cr 12,027,75 Cr
07/17/2009	payroll july17	payroll july17	J4036	-	682.63	
07/17/2009	payroli july17	payroll july17	J4036	-	2,488.14	14,515.89 Cr
07/17/2009	payroll july17	payroll july17	J4036	•	1,085.48	15,601.37 Cr .
07/17/2009	payroll july17	payroll july17	J4036	-	1,059.90	16,661.27 Cr
07/17/2009	payroll july17	payroll july17	J4036		997.31	17,658.58 Cr
07/17/2009	payroll july17	payroll july17	J4036	-	485.71	18,144.29 Cr
07/17/2009	payroli july17	payroll july17	J4036	-	1,241.88	19,386.17 Cr
07/17/2009	payroll july17	payroll july17	J4036		885.30	20,271.47 Cr
07/17/2009	payroll july17	payroll July17	J4036	-	1,177.98	21,449.45 Cr
07/17/2009	payroll july17	payroll july17	J4036	7	896.43	22,345.88° Cr
07/17/2009	payroll july17	payroll July17	J4036	-	538.82	22,884.70 Cr
07/17/2009	payroll Júly17	payroll july17	J4036	-	1,944.73	24,829.43 Cr
07/17/2009	payroll july17	payroll July17	J4036	-	1,016.51	25,845.94 Cr
07/17/2009	payroll july17	payroll july17	J4036	-	974.68	26,820.62 Cr
07/17/2009	payroll july17	payroll july17 .	J4036	•	828.79	27,649.41 Cr
Printed On: 01:	/25/2010 ·	,				•

(gray)

810136 951018 Alumi-Bunk Corporation 5 Keppel Street, Box 130 Dundalk, Ontario NOC 180

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Jain Truck Centers Belleville New Truck Sales 21 Enterprise Drive, Belleville, Ontario K8N5EB

Alumi-Bunk Corporation

Jain Truck Centers Belleville

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07/20/2009

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## **Deloitte**

Deloitte & Touche inc. 1 Concorde Gate Suite 200 Toronto ON M3C 4G4 Canada

Tel: 416-601-5920 Fax: 416-601-6690 www.deloitte.ca

## Fax

To:	Office:
Sulekh Jain	Alumi-Bunk Corporation
Fax No:	c:
1 519 923 2672	905 696 9069
From:	Date:
Brenda Wong	June 16, 2010
Number of pages including this page:	To confirm receipt, or if you did not receive all pages, please call Brenda Wong at 416-601-5920.

Subject:

Financial Transport et al

Confidentiality Notice: The information contained in this fax transmission is private and confidential. If you receive this transmission in error, please let us know by telephone immediately so that we can arrange for its return to us. Thank you for your co-operation.

Thank you for your response of June 14, 2010 received by fax earlier today.

I have checked the bank records and I did not see any deposits in Financial Transport on July 2, 2009 for \$75,927.60. Would you please advise what was the date(s) of the cash advance(s) to Financial Transport in the amount of \$75,927.60? Was there one advance or is the \$75,927.60 made up of smaller amounts? Can you provide a copy of the Alumni Bunk invoice?

## Wong, Brenda (CA - Toronto)

From:

Sent:

Wong, Brenda (CA - Toronto) Thursday, June 17, 2010 11:58 AM

To:

AlumiBunk@aol.com

Subject:

FW: A fax has arrived from remote ID '9054619243'.

Attachments:

AB0400CB.TIF; Fax to Alumi\_June16.pdf

#### Eric,

I have been trying to send a fax to Sulekh at Alumi-Bunk in response to his email of June 14, but the fax line keeps showing as busy. Can you forward my fax to Sulekh? The fax number I have for Dixie Rd. is also showing as busy.

Brenda Wong Senior Manager Financial Advisory Deloitte & Touche LLP Direct: 416 601 5920 Main: 416 601 6150

Cell: 416 819 8099 Fax: 416 601 6690 www.deloitte.ca

### Wong, Brenda (CA - Toronto)

From: Sent: RITU JAIN [ritujain2005@gmail.com] Wednesday, June 16, 2010 9:41 AM

To:

Wong, Brenda (CA - Toronto)

Subject: Attachments: Fwd: Response to your letter dated June 03,2010 Transaction Document for Brenda Wong.jpg

----- Forwarded message -----

From: RITU JAIN < ritujain 2005@gmail.com >

Date: Wed, Jun 16, 2010 at 9:39 AM

Subject: Response to your letter dated June 03,2010

To: RITU JAIN <ritujain2005@gmail.com>

#### Brenda

In response to your letter dated June 03,2010, please find attached, a copy of the agreement that was put in place, at the time of the Transaction in question.

Yours Truly,

Ritu Jain

## Agreement between FTI and Usha Rani Jain

Date: September 2, 2009

In consideration of FTI advancing \$110,000.00 to 2215296 Ontario Inc. (221), 221 will assume FTI's debt obligation to Usha Rani Jain (Usha) AND FTI will be released of any claims by Usha for the \$110,000.00 advance from Usha to FTI.

Higha Rani Tain

Chanderkant Jain

President

FTI

Sep 02, 09

Sept 02,09

Acknowledged:

Ritu Jain

2215296 Ontario Inc.

Sept 02,09

## AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English Direct: 416.865,4748 Email: renglish@airdberlis.com

June 21, 2010

Marc Koplowitz Associates Barristers & Solicitors 390 Bay Street, Suite 2900 Toronto ON M5H 2Y2

Dear Sir:

Re: Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

As you are aware, we are counsel to Deloitte & Touche Inc. (the "Receiver") in its capacity as Court appointed Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Limited and 2105810 Ontario Inc. (the "Debtors").

On June 3, 2010 the Receiver wrote to each of the TruckDepot.com, TruckDepot Expedite Inc. and Freight Trans concerning advances made by the Debtors to those entities. We believe that your client may be a principal of each of these business affairs of each of these entities. Copies of the Receiver's letters to those entities are attached for your reference.

To date no response has been received from any of these three entities and no repayment of the advances has been made. Unless satisfactory arrangements are made for the repayment of this advance forthwith the Receiver will seek the Court's assistance in recovery of these sums. Please advise as to whether you are or will be engaged to represent any of these entities, or whether service of materials should be made directly upon those entities. In the event that you act as counsel we would ask that you provide the response of each of those entities to the Receiver's request for payment, together with all appropriate back-up documentation. We would require the receipt of any such response within the next three business day.

We would appreciate your prompt response in this regard.

Yours truly,

AIRD & BERLIS LLP

D. Robb English

6867675.1

## Marc Koplowitz Associates Barristers & Solicitors

Downtown
Telephone: (416) 368-1100
Facsimile: (416) 368-1998
Suite 2900
390 Bay Street
Toronto, Ontario
M5H 2Y2

Uptown
Telephone: (416) 667-8000
Facsimile: (416) 667-8004
Suite 600
1000 Finch Avenue West
Toronto, Ontario
M3J 2V5

Please reply to: Downtown

#### SENT BY FACSIMILE TRANSMISSION

June 21, 2010

Aird & Berlis LLP
Barristers & Solicitors
Brookfield Place
181 Bay Street
Suite 1800
Box 754
Toronto, ON M5J 2T9
Attention: Mr. D. Robb English

Dear Sirs:

RE: Deloitte & Touche Inc. in its capacity as Receiver of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (the "Receiver")
Our File No: 30191

Receipt is acknowledged of your letter of today which enclosed some additional 29 pages of letters and documents which, to the best of my knowledge, I had not previously seen. I note that I first corresponded with you back on May 25, 2010 and certainly your correspondence of today could have come earlier than it did or in the alternative could have provided a more reasonable period to review the matter with Mr. Jain and whichever of his companies I am retained to represent in this matter, in order to provide the response that you have been seeking. (On a side but related note, I have just today returned from surgery and am on very limited activities throughout the rest of this week.)

Nonetheless, I will forward your correspondence to Mr. Jain for his attention and will obtain his instructions. While I do appreciate that your correspondence may have been sent to the various companies directly back on June 3, 2010 (or in the brief period thereafter), there are, as you are well aware, many parties and litigation matters ongoing and I imagine that it is difficult for my client at times to manage all of the various demands that are being made upon him especially as I am led to believe, since much of the corporate information is with the Receiver/Trustee in Bankruptcy for certain of the involved corporations. Giving a three (3) day deadline to counsel as you did in your correspondence is not, with respect, a reasonable request.

I will also be endeavouring to formalize which of the various parties I will be representing on a go-forward basis and will advise you as soon as that has been determined.

Yours truly

Marc Koplowitz

MK:lp

client

## AIRD & BERLIS LLP

Barristers and Solicitors

D. Robb English Direct: 416.865.4748 Email: renglish@airdberlis.com

June 30, 2010

VIA FACSIMILE

Marc Koplowitz Associates Barristers & Solicitors 390 Bay Street, Suite 2900 Toronto ON M5H 2Y2

Dear Sir:

Re: Receivership of Financial Transport Inc. et al

Court File No. CV-10-8556-00CL

We write further to our letter of June 21, 2010 and your letter in response of the same date concerning the unpaid balance of inter-company receivables. We note that our client was not our first communication to the companies as notice was sent by the Receiver on June 3, 2010.

I trust that you have recovered from your surgery and back at work.

You indicated that you would be formalizing your instructions as to which parties you will be representing. Could you please indicate as to when we will receive that information, and for those companies which you are representing could you please indicate as to when some response may be received? May we please hearing from you in this regard by Tuesday, July 6, 2010. The Receiver requires this information in order to move forward promptly with the administration of the estate. Thank you for your attention in this regard.

Yours truly,

AIRD & BERLIS LLP

D. Robb English

cc Brenda Wong

cc Bob Bougie

cc Deb Holbrook

6908462.1

# EXHIBIT O – RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS FOR THE PERIOD FEBRUARY 1 TO JUNE 30, 2010

DELOITTE & TOUCHE INC., COURT-APPOINTED RECEIVER OF
FINANCIAL TRANSPORT INC., FREIGHTLINER OF KINGSTON INC.,
GLOBAL TRANSPORT INSURANCE BROKERS INC.,
6181732 CANADA INC., 2105810 ONTARIO INC., AND JAIN TRUCK LEASE LTD.
INTERIM STATEMENT OF RECEIPTS & DISBURSEMENTS FOR THE PERIOD FEBRUARY 4, 2010 TO JUNE 30, 2010

	FT	꿁	GTIB	GTIB Trust	618	210	JTL	Unallocated	Total
Receipts									
_	· <del>СЭ</del>	1 <del>69</del>	. ·	\$ 28.542 \$	<del>6</del> 5	ı	<del>U</del>	€	000
Funding - Receiver's certificate (1)	ı	•	1		,	٠		250,000	250,042
A/R collections	127,911	106,104	875	ı	ı	. 1	4 174	230,000	230,000
Sale of parts inventory & other assets (net)	•	43,163	750	ı	ı	,	: 1		43,004
Sale of vehicles	729,690	1	57,000	•	ı	,	1	1	796 600
GST collected	25,676	2.158	2.888	•	ı	ı	ı	1	100,090
PST collected	619	; ; ;	} 	ı	: 1	t I		Ī	30,722
Other	234	4,077	44	•	203		; ;		619 5,057
Total receipts	884,130	155,502	61,556	28,542	703		4,174	250,000	1,384,607
Disbursements									
Administrative, taking possession and other	1,303	335	2,031	ı	133	133	133	,	7 086
Appraisal fees		ı	,	ı	1.943	. 1	?	ı	000,1
Bankruptcy administration costs	1,816	1,816	•	,	<u>!</u> '	ı	ı	ı	. 046, c
Commissions on sale of vehicles	43,171		685	:	ı		•	t	3,032
Consulting fees & commissions	551	5.396		,		ı			43,830
Insurance	2.422	1	1	ı	1,050	•	t	ı	5,947
Legal fees	!		1		000,	ı	r	1	3,472
Lease portfolio - buyouf of leases	13 000	•	1	1	1	ı	ı	67,406	67,406
Lease portfolio - VIN & lien searches & registrations	2,022	4 600	t	,	ı	ī	ı	J	13,022
lease nortfolio - Renossession costs	120,6	050,1	ı	ı	ı		,	1	5,451
l pase nortfolio - claims inder DSLA	66,12	ı	ı	ı	,	1	•	1	27,799
Payroll (Beceiver's)	2,410	1 0	1 ,			ı	1	,	2,410
Property faxes	767'1	980,11	2,048	t	1		ı	1	14,386
PST remittances	- 7	ı	ı	ı	15,885	,	ı	1	15,885
Receiver's fees	1,023								1,623
	.		1	•	ı	ı		244,576	244,576
ייייייייייייייייייייייייייייייייייייייי	5,571	40,977	1,639	:		1	,	. '	48 187
Occupancy costs - other	i	2,418	1	•	,	,	,	1	2 418
Utilities	,	1,978	279	,	t	,	ı	:	2,710
GST and PST paid	24,386	2,637	231	ı	87	က	က	,	27.348
Total disbursements	129,147	68,272	6,913	£	19,097	136	136	311,982	535.682
Excess of Cash Receipts over Disbursements	\$ 754,983	\$ 87.229	\$ 54.643	28 542 \$	(18 39A) ¢	(406)	1 1	1000 101	
	Ш	21.12		Ш	_ 11	(130)	\$ 4,038 \$	(61,982) \$	848,924

(1) Receiver's certificate issued on February 12, 2010 for funding of \$250,000 provided by Bank of Montreal. Note: