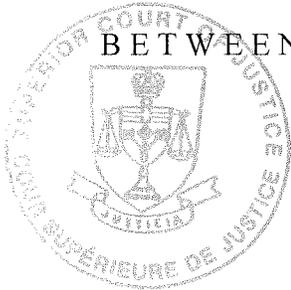


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 7<sup>TH</sup> DAY  
)  
JUSTICE MORAWETZ ) OF DECEMBER, 2011



BETWEEN:

**BANK OF MONTREAL**

Applicant

- and -

**FINANCIAL TRANSPORT INC., FREIGHTLINER OF KINGSTON INC.,  
6181732 CANADA INC., GLOBAL TRANSPORT INSURANCE BROKERS INC.,  
JAIN TRUCK LEASE LTD. and 2105810 ONTARIO INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**DISCHARGE ORDER**

**THIS MOTION**, made by Deloitte & Touche Inc. ("**Deloitte**"), in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (collectively, the "**Debtors**"), for an order, among other things:

1. approving the Sixth Report of the Receiver dated November 3, 2011 (the “**Sixth Report**”), and the actions of the Receiver since the Fifth Report of the Receiver dated February 15, 2011 (the “**Fifth Report**”);
2. approving the Receiver’s Statement of Receipts and Disbursements for the period from February 4, 2010 to October 31, 2011;
3. authorizing and directing the Receiver to distribute, without further Order of this Court, funds in accordance with the scheme of distribution set out in paragraph 55 of the Sixth Report on account of the Debtors’ outstanding indebtedness for principal, interest and costs;
4. authorizing and directing that cash receipts from future lease payments with respect to the **Leased Vehicles** (as defined in the Sixth Report) be applied first to the Receiver’s reasonable costs of administration and the surplus, if any, be paid as a distribution to the Bank of Montreal (“**BMO**”);
5. approving the fees and disbursements of the Receiver and its counsel;
6. discharging Deloitte as Receiver of the assets, undertakings and properties of the Debtors effective upon the filing of a certificate by the Receiver certifying that the **Remaining Duties** (as defined in the Sixth Report) have been completed to the satisfaction of the Receiver in substantially the form attached hereto as Schedule “A” (the “**Discharge Certificate**”);
7. releasing Deloitte from any and all liability, as set out in paragraph 8 of this Order; and
8. declaring that the duties and obligations of the Receiver are hereby limited to the Remaining Duties until the Discharge Certificate is filed,

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Sixth Report, the affidavit of D. Robb English sworn November 2, 2011 and the affidavit of Robert J. Bougie sworn November 3, 2011, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although duly served as appears from the affidavit of Eunice Baltkois sworn November 11, 2011, filed,

1. **THIS COURT ORDERS** that the Sixth Report be and is hereby approved and the actions of the Receiver since the Fifth Report be and are hereby approved.
2. **THIS COURT ORDERS** that the Receiver's Statement of Receipts and Disbursements for the period from February 4, 2010 to October 31, 2011 be and is hereby approved.
3. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to distribute funds, without further Order of this Court, in accordance with the scheme of distribution set out in paragraph 55 of the Sixth Report on account of the Debtors' outstanding indebtedness for principal, interest and costs.
4. **THIS COURT ORDERS AND DIRECTS** that cash receipts from future lease payments with respect to the Leased Vehicles be applied first to the Receiver's reasonable costs of administration and the surplus, if any, be paid as a distribution to BMO.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver with respect to the Debtors in the amount of \$872,381, inclusive of applicable GST/HST and an amount of \$50,000 (including HST) for fees and disbursements to be incurred to the date of the Receiver's discharge (excluding the cost of administering the two remaining leases), be and are hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Aird & Berlis LLP, in the amount of \$294,162, inclusive of applicable GST/HST and an amount of \$50,000 (including HST) for fees and disbursements to be incurred to the date of the Receiver's discharge, be and are hereby approved.

7. **THIS COURT ORDERS** that, upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as Receiver of the assets, undertakings and properties of the Debtors, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, however, the Receiver shall hold no signing authority with respect to discharging registrations on the Personal Property Security Registration System or authorizing the transfer of Ministry of Transportation ownership registrations for any vehicles; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including, all approvals, protections and stays of proceedings in favour of Deloitte & Touche Inc., in its capacity as Receiver.

8. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the Discharge Certificate, Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

9. **THIS COURT ORDERS AND DECLARES** that the duties and obligations of the Receiver be and are hereby limited to the Remaining Duties until the Discharge Certificate is filed.

  
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REGISTERED AT / INSCRIT À TORONTO  
BOOK NO:  
LE / DANS LE REGISTRE NO.:

DEC 08 2011

REMARKS:



SCHEDULE "A"

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

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

BETWEEN:

**BANK OF MONTREAL**

Applicant

- and -

**FINANCIAL TRANSPORT INC., FREIGHTLINER OF KINGSTON INC.,  
6181732 CANADA INC., GLOBAL TRANSPORT INSURANCE BROKERS INC.,  
JAIN TRUCK LEASE LTD. and 2105810 ONTARIO INC.**

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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
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*COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**RECEIVER'S DISCHARGE CERTIFICATE**

**RECITALS**

(A) Pursuant to an Order of the Honourable Mr. Justice Cameron of the Ontario Superior Court of Justice (the "**Court**") dated February 4, 2010, Deloitte & Touche Inc. ("**Deloitte**") was appointed as receiver (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Financial Transport Inc., Freightliner of Kingston Inc., 6181732 Canada Inc., Global Transport Insurance Brokers Inc., Jain Truck Lease Ltd. and 2105810 Ontario Inc. (collectively, the "**Debtors**").

(B) Pursuant to an Order of the Court dated December 7, 2011 (the “**Discharge Order**”), Deloitte was discharged as Receiver of all of the assets, undertakings and properties of the Debtors to be effective upon the filing by the Receiver with the Court of a certificate certifying that the **Remaining Duties** (as defined in the Sixth Report) have been completed to the satisfaction of the Receiver, provided however that notwithstanding its discharge: (a) the Receiver will remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership, however, the Receiver shall hold no signing authority with respect to discharging registrations on the Personal Property Security Registration System or authorizing the transfer of Ministry of Transportation ownership registrations for any vehicles; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including, all approvals, protections and stays of proceedings in favour of Deloitte & Touche Inc., in its capacity as Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

**THE RECEIVER CERTIFIES** the following:

1. The Remaining Duties have been completed to the satisfaction of the Receiver; and
2. This Certificate was filed by the Receiver with the Court on the \_\_\_ day of \_\_\_\_\_, 2011.

**DELOITTE & TOUCHE INC.**, in its capacity as 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., and not in its personal capacity

Per: \_\_\_\_\_

Name: Robert J. Bougie

Title: Senior Vice President

**BANK OF MONTREAL**

- and -

**FINANCIAL TRANSPORT INC., et al.**

Applicant

Respondents

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

**DISCHARGE ORDER**

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*Lawyers for Deloitte & Touche Inc.*