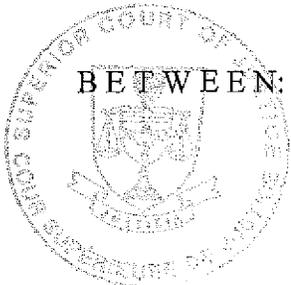


**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE BROWN

)  
)  
)

MONDAY, THE 7<sup>th</sup> DAY  
OF MARCH, 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

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by Deloitte & Touche Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets 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**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and 2270886 Ontario Inc. (the "**Purchaser**") made as of February 3, 2011 and appended to the Fifth Report of the Receiver dated February 15, 2011 (the "**Fifth Report**"), and vesting in the Purchaser 6181732 Canada Inc.'s ("**618**") right, title and interest in and to real property known as 4598 Tomken Road, Mississauga, Ontario together with the existing building(s) and fixtures owned by 618 and located thereupon, more particularly

described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Fifth Report and on hearing the submissions of counsel for the Receiver, and for the Applicant, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Suzy Moniz sworn February 16, 2011 and Affidavit of Mervyn Archdall, sworn February 18, 2011, filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cameron dated February 4, 2010; and (ii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel of an Application for Vesting Order in the form prescribed by the

*Land Titles Act* and/or the *Land Registration Reform Act* the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company’s records pertaining to the Debtor’s past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

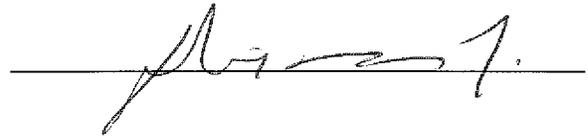
7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in black ink, appearing to be "M. J. ...", is written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

MAR 08 2011

PER / PAR:

A handwritten signature in black ink, appearing to be "J.", is written next to the text "PER / PAR:".

**Schedule A – Form of Receiver’s Certificate**

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

**BANK OF MONTREAL**

Plaintiff

- and -

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

Defendants

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Cameron of the Ontario Superior Court of Justice (the “**Court**”) dated February 4, 2010, Deloitte & Touche Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets 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 March 7, 2011, the Court approved the agreement of purchase and sale made as of February 3, 2011 (the “**Sale Agreement**”) between the Receiver 2270886 Ontario Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of 6181732 Canada Inc.’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_, 2011.

**Deloitte & Touche Inc., in its capacity as  
Receiver of the undertaking, property and  
assets 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:

Title:

## **Schedule B – Purchased Assets**

4598 Tomken Road, Mississauga, Ontario

PIN 13311-0003 (LT)

Part Lot 9, Concession 2, North of Dundas Street Toronto, being Part 1, Plan 43R-15715, save and except Part 18, Plan 43R-3583; Mississauga (collectively the “Lands”)

Together with the existing building(s) and fixtures owned by 6181732 Ontario Inc and located on the Lands.

**Schedule C – Claims to be deleted and expunged from title to Real Property**

1. Instrument No. PR937708 being a Transfer registered September 30, 2005 from SWR Industries Ltd. in favour of 6181732 Canada Inc.
2. Instrument No. PR1580012 being a Notice of Assignment of Rents – General registered December 8, 2008 between 6181732 Canada Inc. and Bank of Montreal.
3. Instrument No. PR1756593 being a Charge registered as Instrument No. PR1756593 registered December 24, 2009 from 6181732 Canada Inc. in favour of Bank of Montreal.
4. Instrument No. PR1756629 being a Notice of Assignment of Rents – General registered December 24, 2009 between 6181732 Canada Inc. and Bank of Montreal.

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

1. any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. any registered agreements with a municipality of a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Lands;
4. any minor easements for the supply of utility service to the Lands or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or property by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey matters generally;
6. the exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. the reservations contained in the original grant from the Crown; and
8. Instrument No. LT2057426 registered March 27, 2000 is a Notice in favour of Her Majesty the Queen in right of the Department of Transport Canada re: Pearson Airport Zoning Regulation.
9. Plan 43R-15715.
10. Plan 43R-32566.

**BANK OF MONTREAL**

- and -

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

Applicant

Respondents

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

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**APPROVAL & VESTING ORDER**

**AIRD & BERLIS LLP**

Barristers and Solicitors  
Brookfield Place, 181 Bay Street  
Suite 1800, Box 754  
Toronto, Ontario M5J 2T9

**D. Robb English (LSUC # 19862F1B)**

Direct: 416.865.4748

Fax: 416.863.1515

[renglish@airdberlis.com](mailto:renglish@airdberlis.com)

Solicitors for the Court-Appointed Receiver,  
Deloitte & Touche Inc.