

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	TUESDAY, THE 29 th
)	
JUSTICE KIMMEL)	DAY OF JULY, 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and -

JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC., HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd., (collectively, 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 McDougall Auctioneers Ltd. (the "**Purchaser**") dated July 15, 2025 and appended to the Second Report of the Receiver dated July 16, 2025 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and

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

ON READING the Report and on hearing the submissions of counsel for the Receiver, all other parties in attendance, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn July 17, 2025 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 Debtors' 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 Kimmel dated March 6, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and, for greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, and the Receiver and counsel for the Receiver are authorized to file and register such discharges as are required under the *Personal Property Security Act* (Ontario) and/or the *Repair and Storage Liens Act* (Ontario).

3. 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 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.

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

5. 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 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

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 Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, 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.

6. 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.

Justice Kimmel, Ontario Superior Court of Justice

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) THE [th]
JUSTICE) DAY OF [MONTH], 2025

THE TORONTO-DOMINION BANK

Plaintiff

- and -

**JBT TRANSPORT INC., WAYDOM MANAGEMENT INC., MELAIR MANAGEMENT INC.,
HERITAGE TRUCK LINES INC., DRUMBO TRANSPORT LIMITED, HERITAGE NORTHERN
LOGISTICS INC., and HERITAGE WAREHOUSING & DISTRIBUTION INC.**

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 6, 2025, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of JBT Transport Inc., Heritage Truck Lines Inc., and Drumbo Transport Ltd. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated July ____, 2025, the Court approved the agreement of purchase and sale made as of July ____, 2025 (the "**Sale Agreement**") between the Receiver and McDougall Auctioneers Ltd. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtors' 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 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 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 _____ [TIME] on _____ [DATE].

**BDO CANADA LIMITED., in its capacity as
Receiver of the undertaking, property and
assets of JBT Transport Inc., Heritage Truck
Lines Inc., & Drumbo Transport Ltd., and
not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

The vehicles, trailers, and miscellaneous assets listed under Schedule “C” of the Agreement.

2011	PETERBILT	388	1XPWD49X1BD133334
2015	PETERBILT	348	2NP3LJ9X2FM262066
2014	PETERBILT	389	1XPXDP9X1ED243570
2014	PETERBILT	389	1XPXDP9X7ED243573
2015	PETERBILT	PACCAR 579	1XPBDP9XXFD283156
2014	KENWORTH	CON	2NKHLJ9X4EM970653
2012	MACK	600	1M1AW02Y0CM017903
2013	MACK	600	1M1AW02YXDM034077
2013	MACK	600	1M1AW02Y1DM034078
2014	MACK	600	1M1AW02Y8EM041336
2014	MACK	600	1M1AW02YXEM041337
2016	MACK	600	1M1AW02Y9GM057287
2016	MACK	600	1M1AW02Y7GM057286
2016	MACK	600	1M1AW02Y8GM077871
2016	MACK	600	1M1AW02YXGM077872
2018	MACK	600	1M1AW02Y3JM085349
2019	MACK	CVU	1M1AW09Y1KM089715
2019	MACK	CXU	1M1AW09Y3KM089716
2013	VOLVO	VVN 300	4V4NC9EG5DN565123
2014	VOLVO	VVN 300	4V4NC9EG4EN174482
2017	VOLVO	VVN 300	4V4NC9EGXHN976863
2017	VOLVO	VVN 300	4V4NC9EG6HN976858
	Capacity	Shunt truck	4LMBF51176L017573
2014	CAPA	TJ5	4LMBF5116EL025484
2007	FREIGHTLIN	Hiway	1FUJF6CK47DX55487
2012	VOLVO	VVN 670	4V4NC9EJ2CN553134
2015	VOLVO	VN 780	4V4NC9EH0FN188566
2015	VOLVO	VN 780	4V4NC9EH2FN188567
2015	VOLVO	VNL780	4V4NC9EH1FN188561
2015	VOLVO	VVN 780	4V4NC9EH8FN921009
2015	VOLVO	VVN 670	4V4NC9EH8FN918370
2005	Great Dane	53' Air Ride Van	1GRAA06215T516812
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334117
2012	Stoughton	53' Dry Van Tandem	1DW1A5323CS334134
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334137
2012	Stoughton	53' Dry Van Tandem	1DW1A5329CS334140

2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5322CS334142
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5324CS334143
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5326CS334144
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5328CS334145
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5321CS334150
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5329CS334154
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5322CS334156
2012	Stoughton	53'	Dry	Van	Tandem	1DW1A5326CS334161
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5327ES448723
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5323ES448721
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5325ES448722
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5321ES448717
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5325ES448719
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A532XES448716
2014	Stoughton	53'	Dry	Van	Tandem	1DW1A5328ES448715
2019	Stoughton	53'	Dry	Van	Tandem	1DW1A5325KEA25054
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C9LT145001
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C2LT145003
2020	Hyundai	53'	Dry	Van	Tandem	3H3V532C6LT145005
2022	H- Reefer	REEFER				3H3V532KXNJ304064
2022	H- Reefer	REEFER				3H3V532K3NJ304066
2022	H- Reefer	REEFER				3H3V532K5NJ304067
2022	H- Reefer	REEFER				3H3V532K7NJ304068
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5328DM300538
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5326DM300540
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5328DM300541
2013	Vanguard	53'	A/R	LOGISTIC		5V8VA5321DM300543
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D5DL751129
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D1DL751130
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D3DL751131
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D5DL751132
2013	Wabash	53'	A/R	LOGISTIC		1JJV532D2DL751136
2019	Manac	53'	DRY	VAN		2M5921619K1176901
2003	PETERBILT	CON	378			2XPFDU9X63M809370
2003	PETERBILT	CON	330			2XPND9X83M811925
2006	PETERBILT	CON	378			1XPFDU9X26D630169
2006	PETERBILT	CON	378			1XPFDU9X56D634488
2011	PETERBILT	388				1XPWD49X2BD132872
2014	FREIGHTLIN	COR	122			3AKJGNDV0EDFJ6923
2014	FREIGHTLIN	COR	122			3AKJGNDV2EDFJ6924

2014	PETERBILT	388			1XPWD49X4ED217586
2014	PETERBILT	388			1XPWD49X6ED217587
2014	FREIGHTLIN	CSC			1FUJGLD68ELFJ6933
2014	FRIGHTLINE	CSC			1FUJGLD6XELFJ6934
2014	PETE	CON 579			1XPBDP9X7ED232549
2014	PETERBILT	CON 378			1XPBDP9X8ED233015
2017	AUTC	XSP			516H4GB21HH223427
2010		53' A/R HEATED			5V8VA5322AM001607
2012	Wabash	53' A/R LIFT GATE			1JJV532D4CL625889
2009	Manac	Dry Van Tri-axle Traile			2M593161491119223
2009	Manac	Dry Van Tri-axle			2M593161491119222
2012	Manac	Dry Van Tandem			2M5921616C1128192
2011	Manac	Dry Van Tandem			2M5921611B1126848
2013	Great Dane	Dry Van Tandem			1GRAA0627DT577046
2013	Manac	Dry Van Tandem			2M5921610D1133888
2016	Great Dane	Dry Van Tandem			1GRAA0628GB705627
	TOYOTA	42-6FGU25			61842
2003	Stoughton	53' Air Ride Van			1DW1A53263B627607
2003	Stoughton	53' Air Ride Van			1DW1A53273B627602
2012	Stoughton	53' Dry Van Tandem			1DW1A532XCS334129
2012	Stoughton	53' Dry Van Tandem			1DW1A5328CS334131
2012	Stoughton	53' Dry Van Tandem			1DW1A5323CS334148
2012	Stoughton	53' Dry Van Tandem			1DW1A5323CS334151
2014	Stoughton	53' Dry Van Tandem			1DW1A5329ES448724
2014	Stoughton	53' Dry Van Tandem			1DW1A5320ES448725
2014	Stoughton	53' Dry Van Tandem			1DW1A5323ES448718
2014	Stoughton	53' Dry Van Tandem			1DW1A5321ES448720
2020	HYUNDAI	53' Dry Van Tandem			3H3V532C4LT145004
2020	HYUNDAI	53' Dry Van Tandem			3H3V532CXLT145007
2020	HYUNDAI	53' Dry Van Tandem			3H3V532C3LT145009
1998	TRAI	01J			1PT01JAH5W9006260
2000	TRAI	01J			2MN01JAH2Y1000684
		53' Trailer			2MN01JAH611000970
2013	Vanguard	53' A/R LOGISTIC			5V8VA5322DM300535
2013	Vanguard				Unknown
2013	Vanguard	53' A/R LOGISTIC			5V8VA5326DM300537
2013	Vanguard	53' A/R LOGISTIC			5V8VA532XDM300539
2013	Vanguard	53' A/R LOGISTIC			5V8VA532XDM300542
2013	Wabash	53' A/R LOGISTIC			1JJV532D9DL751134
2013	Wabash	53' A/R LOGISTIC			1JJV532D0DL751135

2019	Manac	53' DRY VAN	2M5921612K1176898
2011	Stoughton	53' DRY VAN	1DW1A5322BS235903
1992	Fruehauf	Storage Trailer	2H8V04829GS006503
2000	Trailmobile	Dry Van Tandem	2MN01JAH6Y1004639
1998	Stoughton	Dry Van Tandem	1DW1A5327WS206564
2009	Wabash	53' A/R LIFT GATE	1JJV532W49L266005
2012	Wabash	53' A/R LIFT GATE	1JJV532D0CL625890
2003	Utility	53' Dry Van	1UYVS25313G005610
2010	Manac	Dry Van Tri-axle	2M5921610A1123535
2010	Manac	Dry Van Tri-axle	2M5931618A1123537
2011	Manac	Dry Van Tri-axle	2M5931614B1125836
2012	Stoughton	Dry Van Tandem	1DW1A5322C328339
2014	Manac	Dry Van Tandem	2M5921612E1139614
2016	Great Dane	Dry Van Tandem	1GRAA062CGB705628
2012	Stoughton	53' Dry Van Tandem	1DW1A5325CS334152
2013	CROWN	SC5240-40	9A196908
2016	TOYOTA	BFBCU25	72865
2018	TOYOTA	8FBCU25	77565
2015	CROWN	SC5245-4 ENCORE	9A217796
2008	TOYOTA	8FGCU25	22059
2013	CROWN	FC4520-50	9A199359
2018	CROWN	SC5245-40	10107533
2024	VOLVO	VNR 300	4V4WC9EH2RN639912
2013	Wabash	53' A/R LOGISTIC	1JJV532D7DL751133
2022	H- Reefer	REEFER	3H3V532K1NJ304065
2011	Chevrolet	Silverado	1GC0KXC86BF131518
2012	Chevrolet	Silverado	3GCPKREA9CG158724
2017	Chevrolet	Silverado	3GCUKSEC8HG411602
2020	Chevrolet	Tahoe	1GNSKCK9LR212172
	Toyota	7FBOU25	62125
2006	Hyundai	Freight Van	3H3V532C86T076015
2022	VOLVO	VNL860	4V4NC9EH6NN301192
2022	VOLVO	VNL860	4V4NC9EH8NN301193
2023	HYUNDAI	THERMO TECH	3H3V532K7PJ410071
2023	HYUNDAI	THERMO TECH	3H3V532K9PJ410072
2023	HYUNDAI	THERMO TECH	3H3V532K0PJ410073
2023	HYUNDAI	THERMO TECH	3H3V532K2PJ410074
2023	HYUNDAI	THERMO TECH	3H3V532K4PJ410075
2023	HYUNDAI	THERMO TECH	3H3V532K6PJ410076
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410077

2023	HYUNDAI	THERMO TECH	3H3V532KXPJ410078
2023	HYUNDAI	THERMO TECH	3H3V532K1PJ410079
2023	HYUNDAI	THERMO TECH	3H3V532K8PJ410080
2016	TOYOTA	8FBCU25	72874
2013	CROWN	SC5245-4 ENCORE	9A198860
2013	CROWN	SC5245-4 ENCORE	9A198866
2013	CROWN	SC5245-4 ENCORE	9A198936
2014	CROWN	SC5245-4 ENCORE	9A207188
2015	CROWN	FC4525-5 ENCORE	9A222041
2023	VOLVO	VNL64T-860	4V4NC9EJXPN342091
2023	VOLVO	VNL64T-860	4V4NC9EJ1PN342092
2023	VOLVO	VNR64T-300	4V4WC9EG2MN285146

Barbecues
Qty of Parts

Pallet Racking
Qty of Office
Furniture
(2) Kubota Garden
Tractors

Pressure Washer
Honda 5000
Generator Set

Generator Set
Hotsy Pressure
Washer

(2) Air Boss Air
Compressors
Qty of Parts &
Racking
Stainless Steel Fridge

Tool Chest

Rolling Shop Stairs

Lift Save Lift

Jack

Powercut 65 Welder

(3) Oil Fluid Table
Qty of Tools

Pallet Racking

Qty of Filters & Parts

Qty of Jackstands
Miller Millermatic
215 Welder

Robinair Cooltech

(3) Battery Chargers

Storage Cabinet
Qty of Tools &
Racking

Diagnostic Tool

(2) OTC Ramps

Grinder w/ Pedestal

Transmission Jack

Dolly

Pneumatic Oil Cart

(2) Jacks

Tire Bead

OTC Pneumatic Jack

Shipping Cart
(2) Bolt Bins

Hilti Rotary Hammer
Qty of Racking &
Inventory
(2) Fibreglass
Ladders

Qty of Shovels
Bolt Bin

Pneumatic Jack

Jackstand

Qty of Wurth
Toolboxes

(4) Bolt Bins

Fan

Qty of Parts &

Racking

Pallet Racking

Qty of Tires

Western Tornado
Sander

Fibreglass Ladder

Parts Washer

Fibreglass Ladder

Dolly

(40) Tires

Vestil Boom
Attachment

Qty of Tools

Drill Press

Qty of Diamond

Plate

Qty of Lockers

Snowblower

Qty of Pallet

Racking

Qty of Mail Lockers

Safe

Qty of Office

Supplies

Qty of Office

Furniture

Qty of Pallet

Racking

Van Body

Fuel Tanks

20' Container Office

T/A Enclosed Trailer
International Dresser
Wheel Loader

(2) Wheel Barrows
& Leaf Blower

T/A Utility Trailer
Western MVP Snow
Blade

(2) Shop Ladders
(73) Tires

THE TORONTO-DOMINION BANK

-and-

JBT TRANSPORT INC., et al.

Applicant

Respondents

Court File No. CV-25-00737791-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

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