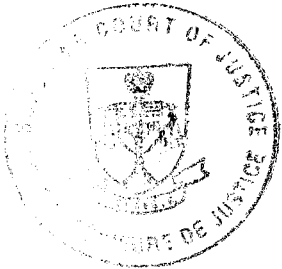


ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) TUESDAY, THE 21ST
JUSTICE HAINEY) DAY OF NOVEMBER, 2017
)



IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470 CANADA INC., 2497089 ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD., 4201531 CANADA INC., 168886 CANADA INC., AND 3339611 CANADA INC.

(each, an “**Applicant**”, and collectively, the “**Applicants**”)

**ORDER APPROVING ASSIGNMENT OF CONTRACTS
(S.L.H. Transport Inc.)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order, *inter alia*, approving the assignment, pursuant to section 11.3 of the CCAA, of certain Assumed Contracts and certain Personal Property Leases to 8507597 Canada Inc. (the “**Buyer**”) as contemplated by the Asset Purchase Agreement between S.L.H. Transport Inc. / Transports S.L.H. Inc. (the “**Seller**”, as vendor), Sears Canada Inc. (“**Sears Canada**”, for limited purposes), 168886 Canada Inc. (a wholly-owned subsidiary of the Seller, for limited purposes) and the Buyer, as buyer, dated as of September 29, 2017, as amended (the “**APA**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Affidavit of Billy Wong sworn on November 13, 2017 including the exhibits thereto (the “**November 13th Wong Affidavit**”), and the Seventh Report of FTI Consulting Canada Inc., in its capacity as the Monitor (the “**Monitor**”), filed, and on hearing the submissions of respective counsel for the Applicants, the Monitor, the Buyer, the DIP Term Agent and such other counsel as were present, no one else appearing although duly served as appears from the Affidavits of Service of Geoffrey Grove sworn November 17, 2017 and the Affidavits of Service of Kimberly Brennan sworn November 14, 2017 and November 17, 2017, filed:

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Amended and Restated Initial Order in these proceedings dated June 22, 2017 (the “**Initial Order**”), the Approval and Vesting Order dated October 4, 2017 in respect of the APA (the “**Approval and Vesting Order**”) or in the APA, as applicable.

APPROVAL OF ASSIGNMENT OF CONTRACTS

3. THIS COURT ORDERS AND DECLARES that immediately upon the delivery of a Monitor’s certificate substantially in the form attached as Schedule A to the Approval and Vesting Order (the “**Monitor’s Certificate**”), all of the rights and obligations of the Seller or Sears Canada, as applicable, under the Assumed Contracts and the Personal Property Leases listed in Schedule A hereto (collectively, the “**Remaining Contracts**”) shall be assigned, conveyed and transferred to the Buyer pursuant to section 11.3 of the CCAA.
4. THIS COURT ORDERS that the Seller’s or Sears Canada’s, as applicable, right, title and interest in and to the Remaining Contracts shall vest absolutely in the Buyer free and clear of all Encumbrances other than Permitted Encumbrances in accordance with the provisions of the Approval and Vesting Order or this Order, as applicable.
5. THIS COURT ORDERS that the assignment of the Remaining Contracts is valid and binding upon all of the counterparties to the Remaining Contracts, notwithstanding any restriction

or prohibition, if any, contained in any such Remaining Contract relating to the assignment thereof, including, but not limited to, provisions, if any, requiring the consent of any party to the assignment of the Remaining Contracts.

6. THIS COURT ORDERS that no counterparty to any Remaining Contract shall terminate a Remaining Contract as against the Buyer as a result of the insolvency of the Seller or Sears Canada, or these CCAA proceedings. In addition, no counterparty shall terminate a Remaining Contract as against the Buyer as a result of the Seller or Sears Canada having breached a non-monetary obligation unless such non-monetary breach arises or continues after the Remaining Contract is assigned to the Buyer, such non-monetary default is capable of being cured by the Buyer and the Buyer has failed to remedy the default after having received notice of such default pursuant to the terms of the applicable Remaining Contract. For clarification purposes, no counterparty shall rely on a notice of default sent to the Seller or Sears Canada, as applicable, to terminate a Remaining Contract as against the Buyer.

7. THIS COURT ORDERS that all monetary defaults in relation to any of the Remaining Contracts, if applicable, other than those arising by reason only of the insolvency of the Seller or Sears Canada, as applicable, the commencement of these CCAA proceedings or failure to perform a non-monetary obligation under any Remaining Contract, incurred or accrued on or before the Closing Date, shall be paid by the Buyer no later than five (5) Business Days following the delivery of the Monitor's Certificate.

8. THIS COURT ORDERS that notwithstanding anything contained in this Order, nothing shall derogate from the obligations of the Buyer to assume the Assumed Liabilities and to perform its obligations under the Remaining Contracts, as set out in the APA.

9. THIS COURT ORDERS AND DIRECTS that the Monitor is hereby authorized and directed to take such actions as it deems necessary or appropriate in the circumstances to assist the Seller and Sears Canada in the assignment and transfer of the Remaining Contracts.

SEALING

10. THIS COURT ORDERS that Confidential Appendix "B" to the Seventh Report of the Monitor shall be and is hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

GENERAL PROVISIONS

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

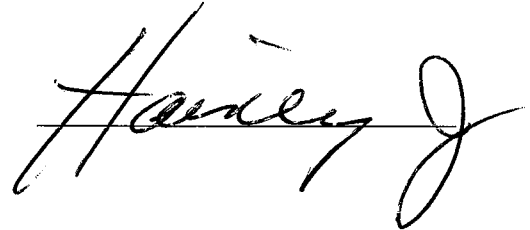
the assignment of the Remaining Contracts in and to the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of any of the Applicants, nor shall it constitute nor 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.

12. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

13. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

14. THIS COURT ORDERS that the Seller, the Buyer, the Monitor, Sears Canada and any counterparty to any Remaining Contract being assigned may apply to this Court for advice and direction, or to seek relief in respect of any matters arising from or under this Order, including

without limitation, as necessary, to effect the transfer of the Remaining Contracts (including any transfer of title registrations in respect of such Remaining Contracts), the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought or on such notice as this Court requires.

A handwritten signature in black ink, appearing to read "Harvey J.", written in a cursive style.

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

NOV 21 2017

PER / PAR: *RW*

SCHEDULE A
List of Remaining Contracts

KEY CONTRACTS:

Automotive Rentals, Inc. Leases:

No.	Tractor	Div	Fleet	Mgr	Year	Make	Serial	Owner Name	Month Amount(\$)	Lease Expiry	Residual(\$)
1.	121823	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV8DLBW5037	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
2.	121824	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDVXDLBW5038	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
3.	121825	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV1DLBW5039	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
4.	121826	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV8DLBW5040	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
5.	121827	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDVXDLBW5041	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
6.	121828	TOR	10	RHAYEL	2013	FREIGHTLINER	IFUJGEDV1DLBW5042	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
7.	121829	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV3DLBW5043	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
8.	121830	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV5DLBW5044	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
9.	121838	TOR	10	RHAYE	2013	FREIGHTLINER	IFUJGEDV4DLBW5052	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
10.	221831	MON	20	BBOUTA	2013	FREIGHTLINER	IFUJGEDV7DLBW5045	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
11.	221832	MON	20	BBOUTA	2013	FREIGHTLINER	IFUJGEDV9DLBW5046	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
12.	221833	MON	20	BBOUTA	2013	FREIGHTLINER	IFUJGEDV0DLBW5047	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
13.	221834	MON	20	BBOUTA	2013	FREIGHTLINER	IFUJGEDV2DLBW5048	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
14.	221835	MON	20	BBOUTA	2013	FREIGHTLINER	IFUJGEDV4DLBW5049	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427

15.	421837	LON	40	RHAYEL	2013	FREIGHTLINER	IFUJGEDV2DLBW5051	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
16.	521840	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDR6DLFD7246	ARI FINANCIAL SERVICES INC.	2,048.70	11/30/2017	11364.217
17.	521841	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDR8DLFD7247	ARI FINANCIAL SERVICES INC.	2,048.70	11/30/2017	11364.217
18.	521842	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDRXDLFD7248	ARI FINANCIAL SERVICES INC.	2,048.70	11/30/2017	11364.217
19.	521843	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDRIDLFD7249	ARI FINANCIAL SERVICES INC.	2,048.70	11/30/2017	11364.217
20.	521844	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDV6DLBW5053	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
21.	521845	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDV8DLBW5054	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
22.	521846	HAL	50	BOAKLE	2013	FREIGHTLINER	IFUJGEDVXDLBW5055	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
23.	621836	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDVODLBW5050	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
24.	621847	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDVIDLBW5056	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
25.	621848	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV3DLBW5057	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
26.	621849	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV5DLBW5058	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
27.	621850	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV7DLBW5059	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
28.	621851	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV3DLBW5060	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
29.	621852	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV5DLBW5061	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
30.	621853	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDVXDLBW5069	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
31.	621854	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV6DLBW5070	ARI FINANCIAL SERVICES INC.	1,993.11	10/31/2017	11082.427
32.	621855	KIN	60	CBENIA	2013	FREIGHTLINER	IFUJGEDV8DLFD7357	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427

33.	721389	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV7DLBW5062	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
34.	721390	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV9DLBW5063	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
35.	721391	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV0DLBW5064	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
36.	721392	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV2DLBW5065	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
37.	721393	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV4DLBW5066	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
38.	721394	AB	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV6DLBW5067	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427
39.	721395	CTL	70	LSCHLA	2013	FREIGHTLINER	IFUJGEDV8DLBW5068	ARI FINANCIAL SERVICES INC.	1,997.92	11/30/2017	11082.427

ADDITIONAL CONTRACTS:

Customer Contracts:

No.	Counterparty	Agreement	Date of Agreement
1.	ARLANXEO CANADA INC.	Lanexx Inc. Transportation Agreement between Lanxess Inc. and S.L.H. Transport Inc.	February 1, 2011
2.	CH ROBINSON WORLDWIDE	Agreement for Motor Contract Carrier Services between C.H. Robinson Worldwide, Inc. and its affiliated broker subsidiaries, and S.H.L. Transportation Inc.	October 1, 2009
3.	CH ROBINSON WORLDWIDE	Addendum to Master Carrier Agreement Specified Contract Freight between C.H. Robinson Worldwide Inc. and S.L.H. Transport Inc., dated October 1, 2009	May 10, 2011

No.	Counterparty	Agreement	Date of Agreement
4.	COOPER TIRE & RUBBER CO	Motor Carrier Agreement between S.L.H. Transport Inc. and Cooper Tire & Rubber Company	July 3, 2013
5.	COVENANT TRANSPORT SOLUTIONS, INC.	Covenant Transport Solutions, Inc. General Terms and Condition.	June 10, 2016
6.	ECHO GLOBAL LOGISTICS	Broker-Carrier Agreement between Echo Global Logistics, Inc. and its subsidiary, Command Transportation, LLC and S.L.H. Transport Inc.	July 7, 2017
7.	FEDEX GROUND PACKAGE SYSTEM, LTD.	Transportation Agreement between FedEx Ground Packaging System, LTD. and S.L.H. Transport Inc.	March 22, 2017
8.	FUEL TRANSPORT	Agreement for Motor Contract Carrier Services between S.L.H. Transport Inc. and Fuel Transport Inc.	March 22, 2017
9.	THE GOODYEAR TIRE & RUBBER COMPANY	Master Transportation Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	April 1, 2011
10.	THE GOODYEAR TIRE & RUBBER COMPANY	Truckload Service Level Agreement between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	May 1, 2016
11.	THE GOODYEAR TIRE & RUBBER COMPANY	Amendment of the Truckload Service Level Agreement dated May 1, 2016 between The Goodyear Tire & Rubber Company and S.L.H. Transport Inc.	June 1, 2017
12.	GOODYEAR CANADA INC.	Master Transportation Agreement. between Goodyear Canada Inc. and S.L.H. Transport Inc	April 1, 2011
13.	GOODYEAR CANADA INC.	Truckload Service Level Agreement between Goodyear Canada Inc. and S.L.H. Transport Inc.	May 1, 2016
14.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	August 25, 2016
15.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 23, 2015

No.	Counterparty	Agreement	Date of Agreement
16.	IKEA SUPPLY AG	Amendment Agreement to the Transport Agreement between Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc., dated May 18, 2012	March 24, 2015
17.	IKEA SUPPLY AG	Transport Agreement between IKEA Supply AG and S.L.H. Transport Inc.	May 18, 2012
18.	IKEA SUPPLY AG	Shipment Rules and Accessorial Charges	Undated.
19.	IKEA SUPPLY AG	Frame Agreement between IKEA Supply AG and S.L.H. Transport Inc.	October 1, 2015
20.	IKEA SUPPLY AG	IKEA North America General Terms for Transport Services	May 8, 2012
21.	KRUGER SERVICES INC.	Agreement for Motor Carrier Services between Kruger Services Inc. and S.L.H. Transport Inc.	June 4, 2012
22.	LOBLAWS INC.	Confidential Transportation Services Contract between Loblaws Inc. and S.L.H. Transport Inc.	March 24, 2015
23.	PEPSICO FOODS CANADA, A BUSINESS UNIT OF PEPSICO CANADA ULC	Motor Transportation Agreement between PepsiCo Canada ULC and S.L.H. Transport Inc.	May 3, 2017
24.	SCHENKER OF CANADA	Contract for Motor Transportation Services between Schenker Inc. and S.H.L. Transport Inc.	June 16, 2016
25.	SELKIRK (AKA SUPERVENT)	General Terms and Conditions between S.L.H. Transport Inc. and Selkirk (AKA Supervent)	December 15, 2015
26.	TRANSFREIGHT, LLC	Motor Carrier Agreement between S.L.H. Transport Inc. and Transfreight, LLC.	January 24, 2014
27.	XPO LOGISTICS, LLC	Motor Carrier Transportation Agreement between XPO Logistics, LLC, XPO Logistics Canada Inc., Bounce Logistics Inc. Express-1 Inc. Concert Group Logistics, Inc. d/b/a XPO Global Logistics, XPO NLM,LLC and any other companies owned or affiliated with any of the listed entities and S.L.H. Transport Inc.	June 27, 2014

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SEARS CANADA INC., CORBEIL ÉLECTRIQUE INC., S.L.H. TRANSPORT INC., THE CUT INC., SEARS CONTACT SERVICES INC., INITIUM LOGISTICS SERVICES INC., INITIUM COMMERCE LABS INC., INITIUM TRADING AND SOURCING CORP., SEARS FLOOR COVERING CENTRES INC., 173470 CANADA INC., 2497089 ONTARIO INC., 6988741 CANADA INC., 10011711 CANADA INC., 1592580 ONTARIO LIMITED, 955041 ALBERTA LTD., 4201531 CANADA INC., 168886 CANADA INC., AND 3339611 CANADA INC.

Applicants

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

ORDER APPROVING ASSIGNMENT OF CONTRACTS
(S.L.H. Transport Inc.)

OSLER, HOSKIN & HARCOURT LLP

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