None of the Canadian securities regulatory authorities nor the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved of the proposed arrangement involving Wheels Group Inc., Shareholders of Wheels Group Inc., Radiant Logistics, Inc. and Radiant Global Logistics ULC, or passed upon the merits or fairness of the arrangement or upon the adequacy or accuracy of the information contained in this notice of special meeting and management proxy circular. Any representation to the contrary is a criminal offence.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

OF WHEELS GROUP INC.

TO BE HELD ON MARCH 26, 2015

and

MANAGEMENT INFORMATION CIRCULAR

with respect to a proposed

PLAN OF ARRANGEMENT

involving

WHEELS GROUP INC.,

SHAREHOLDERS OF WHEELS GROUP INC.,

RADIANT LOGISTICS, INC.,

and

RADIANT GLOBAL LOGISTICS ULC.

February 24, 2015

These materials are important and require your immediate attention. They require Shareholders of Wheels Group Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal or other professional advisors. If you have any questions or require more information with regard to voting your Wheels Shares, please contact Wheels' Transfer Agent, Equity Financial Trust Company, at its North American toll-free phone number: 1 (866) 393-4891.

WHEELS GROUP INC.
5090 Orbitor Drive
Mississauga, ON L4W 5B5

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the "**Meeting**") of the shareholders (the "**Wheels Shareholders**") of Wheels Group Inc. ("**Wheels**") will be held at the offices of Bennett Jones LLP, Suite 3400, One First Canadian Place, Canada Boardroom, Toronto, Ontario M5X 1A4 at 10:00 a.m. (Toronto time) on March 26, 2015 for the following purposes:

1. to consider, pursuant to an interim order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated February 23, 2015, as the same may be amended (the "**Interim Order**"), and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix A to the accompanying management information circular (the "**Circular**"), to approve an arrangement (the "**Arrangement**") pursuant to Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") pursuant to which, among other things, Radiant Global Logistics ULC (the "**Purchaser**"), a wholly-owned subsidiary of Radiant Logistics, Inc. ("**Radiant**"), will acquire all of the issued and outstanding common shares of Wheels (the "**Wheels Shares**"), all as more particularly described in the Circular; and

2. to transact such other business as may properly be brought before the Meeting or any adjournment thereof.

The enclosed Circular contains a summary of the terms of the arrangement agreement among Wheels, Radiant and the Purchaser, as it may be subsequently amended, (the "**Arrangement Agreement**") providing for the Arrangement. The Interim Order and the plan of arrangement to give effect to the Arrangement (the "**Plan of Arrangement**") are attached to the Circular as Appendix C and Appendix D, respectively. The full text of the Arrangement Agreement may be found under Wheels' issuer profile on SEDAR at www.sedar.com.

To be effective, the Arrangement Resolution must be approved by: (i) not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting.

The directors of Wheels have fixed the close of business on February 20, 2015 as the record date (the "**Record Date**") for the determination of the Wheels Shareholders entitled to receive notice of, and to vote at, the Meeting.

Wheels Shareholders are entitled to vote at the Meeting either in person or by proxy, as described in the Circular under the heading "*General Proxy Information*". Only registered Wheels Shareholders, or the persons they appoint as their proxies, are entitled to attend and vote at the Meeting. For information with respect to Wheels Shareholders who own their Wheels Shares beneficially through an intermediary, see "*General Proxy Information – Non-Registered Shareholders*" in the accompanying Circular.

Whether or not you are able to attend the Meeting in person, you are encouraged to provide voting instructions on the enclosed Form of Proxy or on the voting instruction form provided to you by your broker, investment dealer or other intermediary in accordance with the instructions set out in the applicable Form of Proxy or voting instruction form and in the Circular.

Registered Wheels Shareholders have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement Resolution becomes effective, to be paid the fair value of their Wheels Shares in accordance with the provisions of Section 185 of the OBCA as modified by the Plan of Arrangement and the Interim Order, as described in the accompanying Circular under the heading "*The Arrangement – Dissent Rights*". **Failure to strictly comply with the requirements with respect to the dissent rights set forth in the OBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of any right to dissent.** Persons who are beneficial owners of Wheels Shares registered in the name of a broker, custodian, nominee or other intermediary and who wish to dissent must make arrangements for the Wheels Shares beneficially owned by them to be registered in their name

prior to the time the written objection to the Arrangement Resolution is required to be received by Wheels or, alternatively, make arrangements for the registered holder of such Wheels Shares to dissent on their behalf.

DATED at Toronto, Ontario this 24th day of February, 2015.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Dr. Philip Tabbiner*"
Chairman

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QUESTIONS AND ANSWERS ABOUT THE ARRANGEMENT

WHEELS GROUP INC.

The following is a summary of certain information contained in this Circular, together with some of the questions that you, as a Wheels Shareholder, may have and answers to those questions. You are urged to read the remainder of this Circular, the Form of Proxy and the Letter of Transmittal and Election Form carefully, because the information contained below is of a summary nature, and is qualified in its entirety by the more detailed information contained elsewhere in this Circular, the Form of Proxy and the Letter of Transmittal and Election Form and the attached appendices, all of which are important and should be reviewed carefully. Capitalized terms in this summary have the meanings set out under the heading "Glossary of Terms".

What approvals are required to be given by Wheels Shareholders at the Meeting?

To become effective, the Arrangement Resolution must be approved, with or without variation, by: (i) at least 66⅔% of the votes cast on the Arrangement Resolution by the Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast on the Arrangement Resolution by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting.

The Locked-up Shareholders have entered into Lock-up Agreements with Radiant and the Purchaser in respect of the Subject Shares representing, in the aggregate, approximately 77.7% of the outstanding Wheels Shares, pursuant to which, and subject to certain exceptions, such Locked-up Shareholders have agreed to vote their Subject Shares in favour of the Arrangement Resolution at the Meeting. See "*The Arrangement – Support and Lock-up Agreements*".

Does the Wheels Board support the Arrangement?

Yes. The Wheels Board has unanimously determined: (i) that the consideration to be received pursuant to the Arrangement is fair, from a financial point of view, to the Wheels Shareholders; (ii) that the Arrangement is in the best interests of Wheels; (iii) that Wheels should enter into the Arrangement Agreement; and (iv) to recommend that Wheels Shareholders vote **FOR** the Arrangement Resolution.

What will I receive for my Wheels Shares under the Arrangement?

Under the Arrangement, each Wheels Shareholder may elect to receive, in respect of each Wheels Share, either (i) Cash Consideration of CDN$0.77 per Wheels Share, (ii) Share Consideration of 0.151384 Radiant Shares per Wheels Share, or (iii) a combination of the Cash Consideration and the Share Consideration. If the Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares, the number of Radiant Shares to be received by the Locked-up Shareholders and all Minority Shareholders that did not make a valid election prior to the Election Deadline shall be subject to proration. If Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, less than 4,540,254 Radiant Shares, the number of Radiant Shares to be received by the Locked-up Shareholders shall be subject to proration.

In order to receive payment for their Wheels Shares, Registered Shareholders must complete, sign, date and return the enclosed Letter of Transmittal and Election Form in accordance with the instructions set out therein and in this Circular. The Letter of Transmittal and Election Form is also available from Wheels' Transfer Agent, Equity Financial Trust Company, (i) by telephone at: 1 (866) 393-4891 (North American Toll Free); or (ii) under Wheels' issuer profile on SEDAR at www.sedar.com.

Non-Registered Shareholders should contact their intermediary to arrange for their intermediary to complete the necessary steps to ensure that they receive payment for their Wheels Shares as soon as possible following completion of the Arrangement.

What will I receive for my Wheels Options under the Arrangement?

Pursuant to the Arrangement, at the Effective Time, each outstanding Wheels Option shall be cancelled without the payment of any consideration to the holder thereof as the exercise price of each outstanding Wheels Option is excess of CDN$0.77.

When will the Arrangement become effective?

Wheels, Radiant and the Purchaser will implement the Arrangement when all of the conditions to the closing of the Arrangement have been satisfied or waived (where permitted). The Arrangement is subject to a number of conditions, some of which are beyond the control of Wheels, Radiant and the Purchaser, and the exact timing of implementation of the Arrangement cannot be predicted with certainty. It is currently expected that the closing of the Arrangement will take place as soon as reasonably practicable following the receipt of the Final Order. The Final Order is expected to be sought on or around March 31, 2015, and if granted, the Arrangement is anticipated to be effective on or about April 2, 2015.

What is the cut-off time for depositing a Form of Proxy?

To ensure that your Wheels Shares are represented at the Meeting, proxies to be used at the Meeting must be voted online or by facsimile not less than 48 hours before the time fixed for the Meeting or, if you are mailing the completed Form of Proxy, it must be received by Wheels' Transfer Agent, Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario M5H 4H1, not less than 48 hours before the time fixed for the Meeting, that is, by 10:00 a.m. (Toronto time) on March 24, 2015.

Wheels currently anticipates that it will file its 2014 annual audited financial statements on or about March 20, 2015 in advance of the deadline for Wheels Shareholders to submit a completed Form of Proxy and to make a valid election pursuant to the Letter of Transmittal and Election Form.

How do I elect to receive my consideration under the Arrangement?

Each registered holder of Wheels Shares will have the right to elect in the Letter of Transmittal and Election Form to be delivered to the Depositary to receive, with respect to the Wheels Shares held by such registered holders, the Cash Consideration, the Share Consideration or a combination thereof. Each beneficial holder of Wheels Shares who wishes to make an election as to the consideration they wish to receive should contact their broker and provide instructions as to the election they wish to make.

What happens if I do not make an election in respect of the consideration I wish to receive under the Arrangement?

Wheels Shareholders who do not make an election prior to the Election Deadline, or for whom the Depositary determines that their election was not properly made with respect to any Wheels Shares, will be deemed to have elected, in respect of such Wheels Shares, to receive the Share Consideration, subject to proration in accordance with the Plan of Arrangement if Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares.

When can I expect to receive the consideration for my Wheels Shares?

The Depositary will deliver to you your Cash Consideration and/or Share Consideration, as applicable, as soon as practicable after the completion of the Arrangement upon the receipt by the Depositary from you of a properly completed and duly executed Letter of Transmittal and Election Form (or a manually executed facsimile thereof) and all other relevant documents required by the instructions set out in the Letter of Transmittal and Election Form, as applicable. If you hold your Wheels Shares through a broker, custodian, nominee or other intermediary, your broker, custodian, nominee or other intermediary will surrender your Wheels Shares in exchange for your consideration.

What conditions must be satisfied to complete the Arrangement?

In addition to the applicable approval of the Arrangement Resolution by Wheels Shareholders at the Meeting, the Arrangement is conditional upon, among other things, the performance by each of Wheels, Radiant and the Purchaser of their respective obligations under the Arrangement Agreement and the receipt of, among other things, the Final Order from the Court and all other applicable waivers, consents and approvals required under the Arrangement Agreement, all in accordance with the terms of the Arrangement Agreement. See "*The Arrangement – Conditions Precedent*".

What will happen if the Arrangement Resolution is not approved or the Arrangement is not completed for any reason?

The Arrangement Agreement may be terminated if, among other circumstances, the Arrangement Resolution is not approved or the Arrangement is not completed by the Outside Date. In certain termination circumstances, Wheels will be required to pay to the Purchaser the Termination Fee and in certain circumstances, Radiant or Wheels may be required to pay the other Company Transaction Expenses or Purchaser Transaction Expenses, respectively. See "*The Arrangement Agreement – Termination Fee and Expense Reimbursement*" and "*The Arrangement Agreement – Termination*". If the Arrangement Agreement is not completed for any reason, the Letters of Transmittal and Election Forms and share certificates that have been submitted by Registered Shareholders will be returned to such Registered Shareholders.

What are the Canadian federal income tax consequences of the Arrangement to Wheels Shareholders?

For a summary of the principal Canadian federal income tax considerations applicable to Wheels Shareholders in connection with the Arrangement, see "*Certain Canadian Federal Income Tax Considerations*". Such summary is not intended to be legal or tax advice to any particular Wheels Shareholder. Wheels Shareholders should consult their own tax and investment advisors with respect to their particular circumstances.

What are the U.S. federal income tax consequences of the Arrangement to Wheels Shareholders?

For a summary of certain U.S. federal income tax considerations applicable to Wheels Shareholders in connection with the Arrangement, see "*Certain United States Federal Income Tax Considerations*". Such summary is not intended to be legal or tax advice to any particular Wheels Shareholder. Wheels Shareholders should consult their own tax and investment advisors with respect to their particular circumstances.

When should I send in my Letter of Transmittal and Election Form and Wheels Share certificates?

It is recommended that you complete, sign and return the Letter of Transmittal and Election Form, together with the accompanying Wheels Share certificate(s), to the Depositary prior to the Election Deadline and as soon as possible following your irrevocable determination of the consideration that you wish to receive for your Wheels Shares. When considering how to complete your election, we remind you that the Radiant Shares are publicly-traded on the NYSE MKT and trade in United States dollars. Wheels Shareholders may wish to assess, among other things, the trading price of the Radiant Shares and the Canada-U.S. currency exchange rate prior to submitting a Letter of Transmittal and Election Form with their irrevocable elections. Beneficial holders of Wheels Shares who wish to make an election as to the consideration they wish to receive should contact their broker and provide instructions as to the election they wish to make.

To make a valid election as to the consideration that you wish to receive under the Arrangement (which validly elected consideration may be subject to proration if made by a Locked-up Shareholder), you must sign and return the Letter of Transmittal and Election Form and make a proper election thereunder and return it, together with the accompanying Wheels Share certificate(s), to the Depositary prior to the Election Deadline. Beneficial holders should contact their brokers as soon as possible, as they will be subject to the same Election Deadline.

The Election Deadline is 10:00 a.m. (Toronto time) on Tuesday, March 24, 2015 (two Business Days prior to the date of the Meeting) or, if the Meeting is adjourned or postponed, such time on the second Business Day immediately prior to the date of such adjourned or postponed Meeting. If you fail to make a proper election by the Election Deadline, you will be deemed to have elected to receive, in respect of each Wheels Share, the Share

Consideration, subject to proration in the event that Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares as consideration.

See "*Procedure for Payment of Consideration — Election Procedure and Proration*".

Who can help answer my questions?

If you who would like additional copies of this Circular, the Form of Proxy or the Letter of Transmittal and Election Form or have any questions about the Arrangement, including the procedures for submitting your Form of Proxy or voting, you should contact:

Edward Irwin, Chief Financial Officer
Wheels Group Inc.
5090 Orbitor Drive
Mississauga, Ontario
L4W 5B5
Email: tirwin@wheelsgroup.com
Telephone: 905-602-2700
Fax: 905-602-2799

If you have questions about deciding how to vote, you should contact your professional advisors. If your Wheels Shares are held in a stock brokerage account or by a bank, nominee or other intermediary, you should call your broker, bank, nominee or other intermediary for additional information.

MANAGEMENT INFORMATION CIRCULAR

This Circular is furnished in connection with the solicitation of proxies by the management of Wheels for use at the Meeting of Shareholders to be held on March 26, 2015 at the place and time and for the purposes set forth in the accompanying Notice of Meeting. All summaries of, and references to, the Arrangement Resolution, the Notice of Meeting, the Interim Order, the Arrangement Agreement, the Plan of Arrangement, the Fairness Opinion or the Lock-up Agreements in this Circular are qualified in their entirety by reference to the complete text of these documents, each of which is included as an appendix to this Circular, other than the Arrangement Agreement, which may be found under Wheels' issuer profile on SEDAR at www.sedar.com. **Wheels Shareholders are urged to carefully read the full text of these documents.**

GENERAL MATTERS

Defined Terms

In this Circular, unless otherwise indicated or the context otherwise requires, terms defined under the heading "*Glossary of Terms*" shall have the meaning attributed thereto. Words importing the singular include the plural and vice versa, and words importing any gender include all genders.

Information Contained in this Circular

The information contained in this Circular, unless otherwise indicated, is given as of February 24, 2015.

No person is authorized by Wheels to give any information (including any representations) in connection with the matters to be considered at the Meeting other than the information contained in this Circular. This Circular does not constitute an offer to sell, or a solicitation of an offer to acquire, any securities, or a solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or is unlawful. Information contained in this Circular should not be construed as legal, tax or financial advice, and Wheels Shareholders should consult their own professional advisors concerning the consequences of the Arrangement in their own circumstances.

Neither the Arrangement (including its fairness or merits) nor this Circular (including the accuracy or adequacy of the information contained in this Circular) has been approved or disapproved by any securities regulatory authority (including any Canadian provincial or territorial securities regulatory authority, the SEC or any other securities regulatory authority), and any representation to the contrary is unlawful.

Information Contained in this Circular Regarding Radiant

Certain information in this Circular pertaining to Radiant, including, but not limited to, information pertaining to Radiant under "*Information Contained in this Circular Regarding Radiant*" and all other documents, related to Radiant incorporated by reference herein, has been furnished by Radiant. Although Wheels does not have any knowledge that would indicate that such information is untrue or incomplete, neither Wheels nor any of its directors or officers assumes any responsibility for the accuracy or completeness of such information, or for the failure by Radiant to disclose events or information that may affect the completeness or accuracy of such information. Wheels disclaims any and all liability and responsibility for any document of Radiant incorporated by reference herein and filed under Wheels' issuer profile on SEDAR at www.sedar.com.

Information Contained in this Circular Regarding the Purchaser

Certain information in this Circular pertaining to the Purchaser, including, but not limited to, information pertaining to the Purchaser under "*Information Contained in this Circular Regarding the Purchaser*" has been furnished by the Purchaser. Although Wheels does not have any knowledge that would indicate that such information is untrue or incomplete, neither Wheels nor any of its directors or officers assumes any responsibility for the accuracy or completeness of such information, or for the failure by the Purchaser to disclose events or information that may affect the completeness or accuracy of such information.

Financial Information

All financial statements and financial data derived therefrom included or incorporated by reference in this Circular pertaining to Wheels have been prepared in accordance with Canadian GAAP and all financial statements and financial data derived therefrom included or incorporated by reference in this Circular pertaining to Radiant, including the unaudited pro forma consolidated financial statements of Radiant, have been prepared and presented in accordance with U.S. GAAP. The proforma consolidated financial statements of Radiant have been prepared and presented in accordance with U.S. GAAP.

Currency and Exchange Rates

This Circular contains reference to the Canadian dollar and the United States dollar. Unless otherwise indicated, all references to "CDN$" are to Canadian dollars and United States dollars are referred to as "US$". As at February 20, 2015, the noon spot rate for one United States dollar expressed in Canadian dollars, as quoted by the Bank of Canada, was US$1.00=CDN$1.2506 (or CDN$1.00=US$0.7996).

NOTICE TO WHEELS SHAREHOLDERS IN THE UNITED STATES

The Arrangement has not been approved or disapproved by the United States Securities And Exchange Commission ("SEC") or the securities regulatory authorities in any state of the United States. Neither the SEC nor the securities regulatory authorities in any state of the United States has passed upon the fairness or merits of the Arrangement or upon the adequacy or accuracy of the information contained in this Circular. Any representation to the contrary is a criminal offence.

Wheels Shareholders that are residents in, or citizens of, the United States should be aware that the Arrangement described herein may have tax consequences both in the United States and in Canada. Such consequences for Wheels Shareholders may not be described fully herein. For a general discussion of the principal Canadian federal income tax considerations to investors who are resident in the United States, see "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Not Resident in Canada*". For a general discussion of certain United States federal income tax considerations to investors who are resident in the United States, see "*Certain United States Federal Income Tax Considerations*". Shareholders resident in, or citizens of, the United States are urged to consult their own tax advisors to determine the particular consequences to them of the transactions to be effected in connection with the Arrangement, in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local or other taxing jurisdiction.

Wheels is a corporation existing under the Laws of Ontario and is not subject to the reporting requirements of the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**U.S. Exchange Act**"). Since the Wheels Shares are not registered under the U.S. Exchange Act, the proxy solicitation rules under the U.S. Exchange Act are not applicable to Wheels or this solicitation, and, accordingly, this solicitation is not being effected in accordance with such rules. Wheels Shareholders should be aware that disclosure requirements under Canadian corporate and securities laws may be different from disclosure requirements under United States corporate and securities laws, including, but not limited to the U.S. Exchange Act. Information concerning Wheels has also been prepared in accordance with Canadian requirements, which may differ in material respects from the securities laws requirements of United States.

Wheels Shareholders should be aware that Wheels' financial statements are prepared in accordance with Canadian GAAP and are subject to Canadian auditing and auditor independence standards, each of which differ in some respects from United States generally accepted accounting principles and thus may not be comparable to financial statements of United States companies. The financial statements of Wheels are available under Wheels' issuer profile on SEDAR at www.sedar.com.

The enforcement by Wheels Shareholders of civil liabilities under United States securities laws may be affected adversely by the fact that Wheels and the Purchaser are incorporated or organized under the laws of jurisdictions other than the United States, that some or all of the officers and directors of such parties are residents of countries other than the United States, that some or all of the experts named in this Circular may be residents of countries other than the United States and that all or a substantial portion of the assets of Wheels and the Purchaser may be located outside the United States. As a result, it may be difficult or impossible for Wheels Shareholders in the

United States to effect service of process within the United States upon Wheels and the Purchaser, their respective officers and directors or the experts named herein, or to realize, against them, upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States. In addition, Shareholders in the United States should not assume that the courts of Canada: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the securities laws of the United States; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the securities laws of the United States.

NOTICE TO ALL WHEELS SHAREHOLDERS

Radiant is incorporated under the laws of a foreign jurisdiction, and most of the directors and officers of Radiant and its experts named in the Circular reside outside of Canada. All of the assets of these persons and Radiant may be located outside Canada and, as a consequence, it may not be possible for investors to effect service of process within Canada upon all of the directors, officers and experts referred to above. It may also not be possible to enforce against Radiant, its directors and officers and such experts judgments obtained in Canadian courts predicated upon the civil liability provisions of Applicable Securities Laws in Canada. In addition, the rights of a stockholder of a Delaware corporation differ from the rights of a shareholder of an OBCA corporation. See Appendix H to the Circular for a summary comparison of the rights of Wheels Shareholders and Radiant Stockholders.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

All statements, other than statements of historical fact, contained or incorporated by reference in this Circular, including, but not limited to, any information as to the future financial or operating performance of Radiant, the Purchaser and Wheels, constitute "forward-looking information" or "forward-looking statements" (within the meaning of Applicable Securities Laws or otherwise), and are based on expectations, estimates and projections as of the date of this Circular. This forward-looking information includes, but is not limited to, statements and information concerning: the Arrangement; the intentions, plans and future actions of Radiant, the Purchaser and Wheels; the timing for the implementation of the Arrangement and the potential benefits of the Arrangement; the likelihood of the Arrangement being completed; principal steps of the Arrangement; statements made in, and based upon, the Fairness Opinion; statements relating to the business and future activities of Radiant, the Purchaser and Wheels after the date of this Circular and prior to and after the Effective Time; Wheels Shareholder approval and Court approval of the Arrangement; regulatory approval of the Arrangement; and other statements that are not historical facts.

The words "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "guidance", "targets", "models", "intends", "anticipates", or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "should", "might", or "will be taken", "occur" or "be achieved" and similar expressions often, but not always, identify forward-looking statements. Forward-looking statements are necessarily based upon a number of factors and assumptions that, while considered reasonable by Wheels as of the date of such statements, are inherently subject to significant business, political, economic and competitive uncertainties and contingencies. The factors and assumptions of Wheels relied on in making the forward-looking statements contained or incorporated by reference in this Circular, which may prove to be incorrect, include, but are not limited to, the various assumptions set forth herein, or as otherwise expressly incorporated herein by reference, as well as the satisfaction of the terms and conditions of the Arrangement, including the approval of the Arrangement and its fairness by the Court, and the receipt of the required governmental and regulatory approvals and consents.

Known and unknown risk factors could cause actual results to differ materially from those projected in the forward-looking statements. Such risk factors include, but are not limited to: the Arrangement Agreement may be terminated in certain circumstances; general business, economic, competitive, political, regulatory and social uncertainties; risks related to factors beyond the control of Radiant, the Purchaser or Wheels; risks related to certain directors and executive officers of Wheels possibly having interests in the Arrangement that are different from other Shareholders; risks relating to the possibility that holders of more than 5% of the Wheels Shares may exercise their Dissent Rights; and risks that other conditions to the consummation of the Arrangement are not satisfied, as well as those risk factors discussed in the Section entitled "*Risk Factors*" in this Circular. Additional risk factors are discussed in the "*Risk Factors*" Section of the Wheels annual information form dated March 26, 2014, a copy of which is available under the Wheels profile on SEDAR at www.sedar.com. This list is not exhaustive of the factors that may affect any of the forward-looking information of Wheels. Any of these uncertainties and contingencies can affect, and could cause, Wheels' actual results to differ materially from those expressed or implied in any forward-looking statements made by, or on behalf of, Wheels. The reader is cautioned not to put undue reliance on forward-looking statements. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Forward-looking statements are provided for the purpose of providing information about management's expectations and plans relating to the future. All of the forward-looking statements made in this Circular are qualified by these cautionary statements and those made in Wheels' other filings with the securities regulators of Canada including, but not limited to, the cautionary statements made in the "*Risk Factors*" Section of the Wheels annual information form dated March 26, 2014, a copy of which is available under the Wheels profile on SEDAR at www.sedar.com. These factors are not intended to represent a complete list of the factors that could affect Wheels. Radiant, the Purchaser nor Wheels disclaims any intention or obligation to update or revise any forward-looking statements or to explain any material difference between subsequent actual events and such forward-looking statements, except to the extent required by applicable law.

GLOSSARY OF TERMS

In this Circular, unless otherwise defined, the following words and terms shall have the following meanings:

"**Acquisition Proposal**"	means, at any time, whether or not in writing, any proposal (including any modification or proposed modification of any such proposal) with respect to (a) any acquisition by any person or group of persons of Wheels Shares (or securities convertible into or exchangeable or exercisable for Wheels Shares) representing 20% or more of the common shares of Wheels then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for Wheels Shares) or (b) any acquisition by any person or group of persons of any assets of Wheels and/or one or more of the Wheels Entities (including shares or other equity interests of any Wheels Entity) individually or in the aggregate contributing 20% or more of the consolidated revenue of Wheels and the Wheels Entities or representing 20% or more of the assets of Wheels and the Wheels Entities taken as a whole (in each case based on the consolidated financial statements of Wheels most recently filed prior to such time as part of the public disclosure record of Wheels) (or any lease, license, or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions, in each case, whether by plan of arrangement, amalgamation, merger, consolidation, recapitalization, liquidation, dissolution or other business combination, sale of assets, joint venture, take-over bid, tender offer, share exchange, exchange offer or otherwise, including any single or multi-step transaction or series of transactions, directly or indirectly involving Wheels or any Wheels Entity, and in each case excluding the Arrangement and the other transactions contemplated by this Agreement and any transaction between Wheels and/or one or more of its wholly-owned subsidiaries.
"**Acquisition Financing**"	means, collectively, the financing proposed to be provided by Bank of America N.A., Integrated Private Debt Fund IV LP, Alcentra Capital Corporation and Triangle Capital Corporation.
"**affiliate**"	has the meaning given to such term in the Securities Act.
"**allowable capital loss**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Taxation of Capital Gains or Capital Losses*".
"**Alternative Financing**"	means, if applicable, other debt financing substituted by Radiant or the Purchaser for the Acquisition Financing.
"**Applicable Securities Laws**"	means the securities Laws in force in each of the applicable provinces of Canada.
"**Arrangement Agreement**"	means the arrangement agreement dated January 20, 2015 among Radiant, the Purchaser and Wheels in connection with the Arrangement. The full text of the Arrangement Agreement is available under Wheels' issuer profile on SEDAR at www.sedar.com and as may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.
"**Arrangement**"	means an arrangement pursuant to Section 182 of the OBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment, variation or supplement thereto: (i) made in accordance with Section 6.1 of the Plan of Arrangement; or (ii) made at the direction of the Court in the Final Order and with the consent of the Purchaser and Wheels, each acting reasonably.

"**Arrangement Resolution**"	means the special resolution of the Shareholders approving the Arrangement to be considered at the Meeting, the full text of which is set out in Appendix A.
"**Articles of Arrangement**"	means the articles of arrangement in respect of the Arrangement required in accordance with the OBCA to be sent to the Director after the Final Order has been granted, giving effect to the Arrangement.
"**BMOCP Facility**"	means the loan from BMO Capital Partners announced in Wheels' press release dated December 19, 2014.
"**Business Day**"	means any day, other than a Saturday, a Sunday or any other day on which major commercial banking institutions in Toronto, Ontario or New York City, New York are closed for business.
"**Canadian GAAP**"	means accounting principles generally accepted in Canada applicable to public companies at the relevant time and which incorporates International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board.
"**Cash Consideration**"	means CDN$0.77 in cash in respect of each Wheels Share pursuant to the Plan of Arrangement.
"**CDS**"	means CDS Clearing and Depository Services Inc.
"**Certificate of Arrangement**"	means the certificate giving effect to the Arrangement issued by the Director pursuant to Section 183(2) of the OBCA.
"**Change in Recommendation**"	has the meaning given to such term in "*The Arrangement Agreement – Termination*".
"**Circular**"	means this management information circular of Wheels prepared in connection with the Meeting, together with the appendices hereto.
"**Code**"	means the U.S. Internal Revenue Code of 1986, as amended.
"**Combined Consideration**"	means the combined Cash Consideration and/or Share Consideration elected or deemed to be elected in respect of each Wheels Share by the holder thereof pursuant to Section 3.2 of the Plan of Arrangement; provided, however, that the deemed value of the Combined Consideration shall be equal to CDN$0.77.
"**Commitment Letters**"	has the meaning given to such term in "*The Arrangement Agreement – Financing Commitment*".
"**Company Founders**"	means Doug Tozer, Denise Messier and Peter Jamieson.
"**Company Transaction Expenses**"	means all costs and expenses incurred by Wheels and/or Wheels Entities prior to the Effective Time, or agreed to by Wheels and/or Wheels Entities prior to the Effective Time, in connection with the transactions contemplated by the Arrangement Agreement, including all legal, tax, accounting, financial advisory, investment banking, printing and other administrative or professional fees, costs and expenses of third parties incurred by Wheels, including in connection with the consideration of any alternative transactions in relation to Wheels prior to or after the execution of the Arrangement Agreement, the negotiation and settlement of the Arrangement Agreement, the preparation and mailing of this Circular, the convening of the Meeting, applications for the Interim Order and the Final Order, the solicitation of proxies in respect of the Meeting, the structuring and completion of the transactions contemplated by the Arrangement Agreement, the cost of directors' and officers' liability insurance or run-off insurance required under the Arrangement Agreement,

	bank or lender origination or loan fees (including any counsel fees associated therewith), any prepayment penalties, premium payments or similar fees or costs incurred in connection with the retirement of amounts owed under the Senior Credit Facility and/or the BMOCP Facility as contemplated herein, and any transaction or retention bonuses paid or agreed to be paid by Wheels, including any payroll or similar taxes that Wheels would be required to pay in connection with these payments.
"**Cormark**"	means Cormark Securities Inc.
"**Court**"	means the Ontario Superior Court of Justice (Commercial List) or other court with jurisdiction to consider and issue the Interim Order and the Final Order.
"**CRA**"	means the Canada Revenue Agency.
"**Deemed Sale Election**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – QEF Election and Mark-to-Market Election*".
"**Depositary**"	means Equity Financial Trust Company.[1]
"**Director**"	means the Director appointed pursuant to Section 278 of the OBCA.
"**Dissent Rights**"	means the rights of dissent provided to a Registered Shareholder under Section 185 of the OBCA. A copy of Section 185 of the OBCA is set out in Appedix F to this Circular.
"**Dissenting Non-Resident Holder**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Not Resident in Canada – Dissenting Non-Resident Holders*".
"**Dissenting Resident Holder**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Dissenting Resident Holders*".
"**Dissenting Shareholder**"	means a Registered Shareholder who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.
"**Effective Date**"	means the date upon which all of the conditions to the completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived in accordance with the provisions of the Arrangement Agreement and all documents agreed to be delivered thereunder have been delivered to the satisfaction of the recipient, acting reasonably, and the Arrangement becomes effective in accordance with the OBCA and the Final Order.
"**Effective Time**"	means 12:01 a.m. (Toronto time) on the Effective Date or at such other time on the Effective Date as the Purchaser and Wheels may agree in writing.
"**Election Deadline**"	means 48 hours prior to the time that the Meeting (or any adjournment or postponement thereof) is scheduled to commence or, if such date is not a Business Day, 5 p.m. (Toronto time) on the immediately preceding Business day.
"**Engagement Agreement**"	has the meaning given to such term under the heading "*The Arrangement – Fairness Opinion – Engagement of Cormark*".

[1] TMX Equity Transfer Services is operating the transfer agency and corporate trust business in the name of Equity Financial Trust Company for a transition period.

"**Executive Officer**"	has the meaning given to such term in National Instrument 51-102 – *Continuous Disclosure Obligations*.
"**Expense Reimbursement Agreement**"	means the agreement providing for the payment of certain transaction expenses of Wheels as contemplated in the Arrangement Agreement.
"**Expense Reimbursement Amount**"	means the amount of the payment to be made by certain individuals to Wheels in accordance with the Expense Reimbursement Agreement.
"**Fair Market Value**"	means the monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm's length with the other and under no compulsion to act.
"**Fairness Opinion**"	means the opinion of Cormark dated January 20, 2015, provided to the Special Committee to the effect that, as of the date of such opinion and based upon and subject to the assumptions, procedures, factors, limitations and qualifications set forth therein, the consideration to be received by the Wheels Shareholders under the Arrangement is fair, from a financial point of view, to such Wheels Shareholders, a copy of which is attached as Appendix E to this Circular.
"**FATCA**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**Final Order**"	means the order of the Court in a form acceptable to Wheels and the Purchaser, each acting reasonably, approving the Arrangement under Section 182(5) of the OBCA, as such order may be affirmed, amended, modified, supplemented or varied by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended on appeal.
"**Final Proscription Date**"	has the meaning given to such term under the heading "*Procedure for Payment of Consideration – Limitation and Proscription*".
"**Form of Proxy**"	means the form of proxy accompanying this Circular.
"**Former Wheels Shareholder**"	means a holder of Wheels Shares immediately prior to the Effective Time.
"**forward-looking information**" or "**forward-looking statements**"	has the meaning given to such term under the heading "*Cautionary Statement Regarding Forward-Looking Information*".
"**Governmental Authority**"	means any international, multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including the NYSE MKT and the TSXV), domestic or foreign, exercising any statutory, regulatory, expropriation, or taxing authority under the authority of any of the foregoing and any domestic, foreign or international, judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator, or arbitral body acting under the authority of any of the foregoing.
"**Holder**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**including**"	means including without limitation, and "include" and "includes" each have a corresponding meaning.

"**Interim Order**"	means the interim order of the Court to be issued following the application therefor contemplated by Section 2.2(a) of the Arrangement Agreement providing for, among other things, the calling and holding of the Meeting, as such order may be amended, modified, supplemented or varied by the Court at any time prior to the Final Order or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal. For the full text of the Interim Order, see Appendix C to this Circular.
"**Interested Parties**"	has the meaning given to such term under the heading "*The Arrangement – Fairness Opinion – Relationships with Interested Parties*".
"**Intermediary**"	has the meaning given to such term under the heading "*General Proxy Information – Non-Registered Shareholders*".
"**Investment Assets**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Offshore Investment Fund Property*".
"**IRS**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**Jefferies**"	means Jefferies LLC.
"**Law**" **or** "**Laws**"	means any and all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations or awards, decrees or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity and the term "applicable" with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities.
"**Lenders**"	has the meaning given to such term under the heading "*The Arrangement Agreement – Financing Commitment*".
"**Letter of Intent**"	has the meaning given to such term under the heading "*The Arrangement – Background to the Arrangement*".
"**Letter of Transmittal and Election Form**"	means the form of letter of transmittal and election form to be delivered by Wheels to the Wheels Shareholders in respect of the Wheels Shares.
"**Lock-up Agreements**"	means, collectively, the support and lock-up agreement dated January 20, 2015 made between the Purchaser, Radiant and the Locked-up Shareholders, whereby the Locked-up Shareholders have agreed to, among other things, vote in favour of the Arrangement Resolution.
"**Locked-up Shareholders**"	means the persons who are party to the Lock-up Agreements.
"**Mark-to-Market Election**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – QEF Election and Mark-to-Market Election*".
"**Material Adverse Effect**"	means, in respect of Wheels or Radiant, as the case may be, any change, effect, event or occurrence that is, or would reasonably be expected to become, material and adverse to the business, properties, assets, liabilities, obligations (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, condition (financial or otherwise), operations

or results of operations of Wheels or Radiant, as applicable, and such entities' subsidiaries, taken as a whole, except any change, effect, event or occurrence resulting from or relating to:

(a) the announcement or pendency of the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement, or otherwise contemplated by or resulting from the terms of the Arrangement Agreement;

(b) changes in general economic, securities, financial, banking or currency exchange markets;

(c) changes in political or civil conditions in any jurisdiction in which operations are conducted;

(d) any generally applicable changes in applicable Laws or regulations, changes in Canadian GAAP, U.S. GAAP or other applicable accounting standards;

(e) a natural disaster or the commencement, occurrence or continuation of any war, armed hostilities or act of terrorism; or

(f) any decrease in the market price or any decline in the trading volume of the Wheels Shares or the Radiant Shares (it being understood that the causes underlying such change in market price or trading volume (other than those in items (a) to (e) above) may be taken into account in determining whether a Material Adverse Effect has occurred);

with respect to (b) through (e), to the extent that such changes do not disproportionately affect Wheels or Radiant, as applicable, and such entities' subsidiaries, taken as a whole, relative to comparable companies in the transportation logistics business.

"**Maximum Share Amount**" means the maximum aggregate number of Radiant Shares pursuant to the Arrangement to be transferred to the Locked-up Shareholders and Minority Shareholders who do not make a valid election pursuant to the Letter of Transmittal and Election Form, which shall be equal to 6,900,000 less the number of Radiant Shares to be transferred to the Minority Shareholders who made a valid election pursuant to the Letter of Transmittal and Election Form.

"**Meeting Materials**" has the meaning given to such term under the heading "*General Proxy Information – Non-Registered Shareholders*".

"**Meeting**" means the special meeting of Wheels Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators.

"**Minimum Share Amount**" means the minimum aggregate number of Radiant Shares to be transferred to Wheels Shareholders pursuant to the Plan of Arrangement, which shall be 4,540,254 Radiant Shares.

"**Minority Shareholders**" means, collectively, all of the Wheels Shareholders other than the Locked-up Shareholders.

"**NI 54-101**"	means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators.
"**Non-Excluded Shareholders**"	means all Wheels Shareholders other than Mr. Peter Jamieson.
"**Non-Registered Shareholder**"	has the meaning given to such term under the heading "*General Proxy Information – Non-Registered Shareholders*".
"**Non-Resident Holder**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Not Resident in Canada*".
"**Non-U.S. Holder**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**Notice of Meeting**"	means the notice of special meeting of Wheels Shareholders accompanying this Circular.
"**NYSE MKT**"	means the NYSE MKT LLC.
"**OBCA**"	means the *Business Corporations Act* (Ontario) and all regulations made thereunder, as promulgated or amended from time to time.
"**Option Consideration**"	means, in respect of each Wheels Option, a cash amount equal to the amount, if any, by which CDN$0.77 exceeds the exercise price of such Wheels Option.
"**Outside Date**"	means May 20, 2015 or such later date as may be agreed to in writing by Wheels, Radiant and the Purchaser.
"**person**"	includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status.
"**PFIC Shares**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – Tax Consequences of the Arrangement Under the Passive Foreign Investment Company Rules*".
"**PFIC**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – General Tax Consequences of the Arrangement*".
"**Plan of Arrangement**"	means the plan of arrangement substantially in the form and content of Appendix D attached hereto, as the same may be amended, supplemented or varied from time to time in accordance with Article 6 of the Plan of Arrangement or at the direction of the Court in the Final Order with the prior written consent of Wheels and the Purchaser, each acting reasonably.
"**Pre-Acquisition Reorganization**"	has the meaning given to such term under the heading "*The Arrangement Agreement – Pre-Acquisition Reorganization Covenant*".
"**Prior PFIC Years**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – Tax Consequences of the Arrangement Under the Passive Foreign Investment Company Rules*".

"**Proposed Amendments**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations*".
"**Purchaser**"	means Radiant Global Logistics ULC, an unlimited liability company existing under the laws of British Columbia.
"**Purchaser Transaction Expenses**"	means all costs and expenses incurred by Radiant or the Purchaser in connection with the transactions contemplated by the Arrangement Agreement, including all legal, accounting, financial advisory, printing and other administrative or professional fees, costs and expenses of third parties incurred by Radiant or the Purchaser, including the negotiation and settlement of the Arrangement Agreement, costs and expenses incurred in connection with the Acquisition Financing and structuring and completion of the transactions contemplated by the Arrangement Agreement.
"**QEF Election**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations – QEF Election and Mark-to-Market Election*".
"**Radiant**"	means Radiant Logistics, Inc., a company incorporated and existing under the laws of the State of Delaware.
"**Radiant Shares**"	means shares of common stock in the capital of Radiant, par value US$0.001 per share.
"**Record Date**"	has the meaning given to such term under the heading "*Voting Securities and Principal Holders Thereof – Record Date*".
"**Registered Shareholder**"	has the meaning given to such term under the heading "*General Proxy Information – Appointment of Proxies*".
"**Representatives**"	means, collectively, with respect to a person, any officers, directors, employees, consultants, advisors, agents or other representatives (including, solicitors, accountants, investment bankers and financial advisors) of that person or any subsidiary of that person.
"**Resident Holder**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada*".
"**Right to Match Period**"	has the meaning given to such term under the heading "*The Arrangement Agreement – Non-Solicitation Covenants – Right to Match*".
"**RRIF**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Eligibility for Investment*".
"**RRSP**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Eligibility for Investment*".
"**SEC**"	has the meaning given to such term under the heading "*Notice to Shareholders in the United States*".
"**Securities Act**"	means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time.
"**SEDAR**"	means the System for Electronic Document Analysis and Retrieval as outlined in

National Instrument 13-101 – *System for Electronic Document Analysis and Retrieval*, which can be accessed online at www.sedar.com.

"**Senior Credit Facility**" means the credit agreement between Wheels and the syndicate of lenders, including the Bank of Montreal, as lead, HSBC Bank of Canada and the Bank of Nova Scotia.

"**Share Consideration**" means 0.151384 Radiant Shares, which for the purposes of the Plan of Arrangement shall have a deemed value of CDN$0.77.

"**Special Committee**" has the meaning given to such term under the heading "*The Arrangement – Background to the Arrangement*".

"**Subject Shares**" means all Wheels Shares beneficially owned by each Locked-up Shareholder.

"**subsidiary**" means, with respect to a specified entity, any:

(a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are as at the date of this Agreement owned by such specified entity;

(b) partnership, unlimited liability company, limited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and

(c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity.

"**Superior Proposal**" means a bona fide written Acquisition Proposal (provided, however, that, for the purposes of this definition, all references to "20%" in the definition of "Acquisition Proposal" shall be changed to "100%") made by a third party or third parties acting jointly (other than the Purchaser and its affiliates) and which or in respect of which:

(a) the Wheels Board has determined in good faith, after consultation with its financial advisors and outside legal counsel:

(i) would, taking into account all of the terms and conditions of such Acquisition Proposal, and if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is more favourable to the Wheels Shareholders from a financial point of view than the Arrangement; and

(ii) is reasonably capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person or persons making such Acquisition Proposal; and

(b) is not subject to any due diligence condition or due diligence termination right in favour of the acquiror; and

(c) is made available to all of the Wheels Shareholders on the same terms and conditions.

"**Superior Proposal Notice**"	has the meaning given to such term under the heading "*The Arrangement Agreement – Non-Solicitation Covenants – Right to Match*".
"**Tax Act**"	means the *Income Tax Act* (Canada) and the regulations thereunder, as may be amended from time to time.
"**taxable capital gain**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Taxation of Capital Gains or Capital Losses*".
"**Termination Fee**"	has the meaning given to such term in "*The Arrangement Agreement – Termination Fee and Expense Reimbursement*".
"**TFSA**"	has the meaning given to such term under the heading "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Eligibility for Investment*".
"**Trade-Mark License**"	has the meaning given to such term in "*The Arrangement Agreement – Conditions Precedent – Conditions Precedent in favour of Radiant and the Purchaser*".
"**Transaction**"	means the consummation of the Arrangement as contemplated in the Arrangement Agreement.
"**Transfer Agent**"	means Equity Financial Trust Company.
"**TSXV**"	means the TSX Venture Exchange.
"**U.S.**" or "**United States**"	means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.
"**U.S. Exchange Act**"	has the meaning given to such term under the heading "*Notice to Wheels Shareholders in the United States*".
"**U.S. GAAP**"	means accounting principles generally accepted in the United States.
"**U.S. Holder**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**U.S. Treaty**"	has the meaning given to such term under the heading "*Certain United States Federal Income Tax Considerations*".
"**Voting Trust Agreement**"	means the voting trust agreement entered into between certain Wheels Shareholders and Mr. Doug Tozer on December 31, 2011.
"**Wheels AIF**"	means the annual information form dated March 26, 2014 of Wheels for the year ended December 31, 2013.
"**Wheels Board**"	means the board of directors of Wheels.
"**Wheels Entity**"	means the material subsidiaries of Wheels as described in the Arrangement Agreement.
"**Wheels Purchase Plan**"	means Wheels' employee stock purchase plan dated effective as of July 1, 2014.
"**Wheels Option Plan**"	means the stock option plan of Wheels adopted on December 31, 2011.

"**Wheels Optionholders**"	means a holder of one or more Wheels Options.
"**Wheels Options**"	means, at any time, options to acquire Wheels Shares granted pursuant to the Wheels Option Plan, which are, at such time, outstanding and unexercised, whether or not vested.
"**Wheels Shares**"	means the common shares in the capital of Wheels.
"**Wheels Shareholders**"	means the holder of one or more Wheels Shares.
"**Wheels**"	means Wheels Group Inc., a corporation incorporated and existing under the laws of the Province of Ontario.

SUMMARY

The following is a summary of the principal features of the Arrangement and certain other matters and should be read together with the more detailed information contained elsewhere in the Circular, including the appendices hereto. Capitalized terms have the meanings ascribed to such terms in the Glossary of Terms immediately preceding this summary. This summary is qualified in its entirety by the more detailed information appearing or referred to elsewhere herein.

The Meeting and Record Date

The Meeting will be held at the offices of Bennett Jones LLP, Suite 3400, One First Canadian Place, Canada Boardroom, Toronto, Ontario at 10:00 a.m. (Toronto time) on Thursday, March 26, 2015.

The Wheels Board has fixed February 20, 2015 as the Record Date for the determination of the Wheels Shareholders entitled to receive notice of, and vote at, the Meeting. Only Wheels Shareholders of record at the close of business on February 20, 2015 will be entitled to vote at the Meeting and at any adjournment thereof.

The purpose of the Meeting is for Wheels Shareholders to consider and vote upon the Arrangement Resolution. To be effective, the Arrangement Resolution must be approved by: (i) not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting, as contemplated by MI 61-101 in the context of a "business combination".

See "*General Proxy Information*" and "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*".

Principal Steps of the Arrangement

Under the Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur in the following order without any further act or formality:

- ***Wheels Options***. All unexercised Wheels Options and the Wheels Option Plan shall be cancelled and be of no further force and effect and neither Wheels, Radiant nor the Purchaser nor or any of their respective affiliates or successors shall have any liability in respect thereof;

- ***Wheels Purchase Plan.*** The Wheels Purchase Plan shall be cancelled and be of no further force and effect and neither Wheels, Radiant nor the Purchaser nor or any of their respective affiliates or successors shall have any liability in respect thereof;

- ***Expense Reimbursement Amount.*** The Expense Reimbursement Amount shall be paid to Wheels in accordance with the Expense Reimbursement Agreement;

- ***Wheels Shares Held by Dissenting Shareholders***. Each Wheels Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, to the Purchaser, and the Purchaser shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 of the Plan of Arrangement, and the name of such holder shall be removed from the central securities register as a holder of Wheels Shares and the Purchaser shall be recorded as the registered holder of the Wheels Shares so transferred and shall be deemed to be the legal owner of such Wheels Shares; and

- ***Other Wheels Shares***. Each Wheels Share (other than the Wheels Shares held by a Dissenting Shareholder) shall be transferred to the Purchaser by the holder thereof in exchange for the Cash Consideration, Share Consideration or Combined Consideration elected or deemed to be elected by such former Shareholder, subject to proration of the Share Consideration elected by the Locked-up Shareholders (and any other Wheels Shareholders who did not make a valid election) in accordance with Article 3 of the Plan of Arrangement, if applicable.

Reasons for Recommendation

After careful consideration, the Wheels Board has determined, upon recommendation of the Special Committee and after consultation with their financial and legal advisors, that the consideration offered for the Wheels Shares pursuant to the Plan of Arrangement is fair, from a financial point of view, to the Wheels Shareholders, and that it is in the best interests of Wheels to support and facilitate the Plan of Arrangement and enter into the Arrangement Agreement. **Accordingly, the Wheels Board unanimously recommends that Wheels Shareholders vote in favour of the Arrangement Resolution.**

In the course of its strategic review of possible transactions, the Wheels Board formed the Special Committee which, among other things, reviewed the Transaction and consulted with senior management, legal counsel and financial advisors and reviewed a significant amount of information and considered a number of factors, including, among other things, the following:

- ***Attractive Premium***. Wheels Shareholders will receive consideration of CDN$0.77 per Wheels Share under the Plan of Arrangement. Such consideration represents a premium of 27.6% over the value of each Wheels Share, based on the volume weighted average trading price of approximately CDN$0.60 per Wheels Share on the TSXV for the 20 trading days ended January 19, 2015 and a 35.1% premium to the closing price of the Wheels Shares on the TSXV January 19, 2015, the trading day immediately prior to the announcement of the Arrangement.

- ***Minority Shareholder Election Preference***. The Transaction provides Minority Shareholders with the right to elect to receive Cash Consideration, Share Consideration or Combined Consideration in exchange for their Wheels Shares. Any Wheels Shareholder that submits a valid election prior to the Election Deadline pursuant to the Letter of Transmittal and Election Form will receive the elected consideration in accordance with the terms of the Arrangement and will not be subject to proration. This ensures that each Minority Shareholder will have complete control over the consideration received for such Minority Shareholder's Wheels Shares provided such Minority Shareholder submits a valid election prior to the Election Deadline. See "*The Arrangement – Election Procedure and Proration*".

- ***Certainty of Value and Near Term Liquidity***. The Transaction provides Wheels Shareholders with the option to elect to receive the Cash Consideration for their Wheels Shares. The Cash Consideration provides certainty of value for their Wheels Shares, while avoiding long-term business risk.

- ***Fairness Opinion***. Cormark has provided a Fairness Opinion that states, based upon and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, Cormark was of the opinion that, as at January 20, 2015, the consideration offered for the Wheels Shares is fair from a financial point of view to the Wheels Shareholders. A copy of the Fairness Opinion is attached to this Circular as Appendix E. The Wheels Board recommends that you read the Fairness Opinion carefully and in its entirety. The Fairness Opinion does not constitute a recommendation of Cormark to the Wheels Shareholders as to whether they should vote in favour of the Arrangement or how they should otherwise act with respect thereto. See "*The Arrangement – Fairness Opinion*".

- ***Lock-up Agreements.*** Certain directors and officers of Wheels and certain Wheels Shareholders, whose Wheels Shares represented approximately 77.7% of the Wheels Shares outstanding on February 20, 2015, have entered into Lock-up Agreements with Radiant and the Purchaser, pursuant to which they have agreed, among other things, to vote in favour of the Arrangement. The obligation of the Locked-up Shareholders to vote in favour of the Arrangement terminates automatically upon the occurrence of certain events, including if the Arrangement Agreement is terminated in connection with Wheels accepting a Superior Proposal. See "*The Arrangement — Support and Lock-up Agreements*".

- ***Transaction is the Result of Extended Process***. The Transaction is the culmination of an active strategic review process throughout 2014 that considered various means of enhancing value for Wheels Shareholders, including, among other things, potential strategic transaction opportunities in which Wheels would be the subject of a change of control transaction. The Wheels Board and the Special Committee, with the assistance of senior management, carefully considered a number of options, including, among other things, the value to Wheels Shareholders of an acquisition of Wheels, and determined that the

Transaction with Radiant and the Purchaser was the most attractive strategic alternative arising out of this process, particularly given the risks and uncertainties associated with not completing the Transaction.

- ***Ability to Respond to Superior Proposals.*** Under the Arrangement Agreement, the Wheels Board maintains the ability to consider and respond, in accordance with the Arrangement Agreement and the Wheels Board's fiduciary duties, to any unsolicited proposal that is, or could reasonably be expected to lead to, a Superior Proposal that would be more favourable to the Wheels Shareholders than the Transaction, as it may be amended pursuant to the Purchaser's "right to match" under the Arrangement Agreement. The terms of the Arrangement Agreement, including the Termination Fee payable to the Purchaser in connection with a termination of the Arrangement Agreement (in certain specified circumstances, including pursuant to a Superior Proposal), are, in the opinion of the Wheels Board, reasonable in the circumstances and do not preclude other proposals being made to Wheels.

- ***Court Approval.*** The Plan of Arrangement must be approved by the Court, which will consider among other things, the fairness and reasonableness of the Plan of Arrangement.

- **Benefits of the Combined Entity**. Wheels Shareholders who receive Radiant Shares will continue to participate in any value increases associated with the combined entity. Among the anticipated benefits are: (i) enhanced size and scale; (ii) geographic diversification; (iii) greater business coherence allowing for cost and revenue synergies; and (iv) an increased capital markets presence, which may provide the combined entity with enhanced opportunities to create value for its shareholders.

- **Greater Liquidity**. Wheels Shareholders who receive Radiant Shares may benefit from the greater trading liquidity of Radiant Shares as compared to the Wheels Shares. The average daily trading volume of the Radiant Shares on the NYSE MKT and alternate trading platforms over the one month period ended January 19, 2015 (the last trading day prior to the public announcement of the Arrangement) was approximately 74,123 Radiant Shares. This compares to the average daily trading volume of the Wheels Shares on the TSXV and the alternate trading platforms during the same one-month period of approximately 6,208 Wheels Shares.

In view of the numerous factors considered in connection with its evaluation of the Arrangement, the Wheels Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching its conclusions and recommendations. In addition, individual members of the Wheels Board may have given different weight to different factors. The foregoing discussion of the information and factors considered and evaluated by the Wheels Board is not intended to be exhaustive of all factors considered and evaluated by the Wheels Board. The conclusions and recommendations of the Wheels Board were made after considering the totality of the information and factors considered.

See "*The Arrangement – Reasons for Recommendation*".

Background to the Arrangement

A summary of the material events leading up to the negotiation of the Arrangement Agreement and the material meetings, discussions and negotiations between Wheels and Radiant that preceded the execution and public announcement of the Arrangement Agreement is included in this Circular under the heading "*The Arrangement – Background to the Arrangement*".

The Fairness Opinion

For a summary of the Fairness Opinion, see "*The Arrangement – Fairness Opinion*". A full copy of the Fairness Opinion is attached as Appendix E to this Circular.

Lock-up Agreements

On January 20, 2015, concurrently with entering into the Arrangement Agreement, Radiant and the Purchaser entered into the Lock-up Agreements with the Locked-up Shareholders. The Lock-up Agreements provide, among other things, that the Locked-up Shareholders will vote, or cause to be voted, the Subject Shares, in favour of the

Arrangement Resolution. The Lock-up Agreements also provide that (i) the Locked-up Shareholders who are Company Founders will elect to receive Share Consideration for 20% of their Wheels Shares (subject to proration, if applicable) and will refrain from transferring the Radiant Shares that they receive for one year following the Effective Date, and (ii) the remaining Locked-up Shareholders will elect to receive Share Consideration for 100% of their Wheels Shares (subject to proration, if applicable) and will refrain from transferring 20% of the Radiant Shares that they receive for 90 days following the Effective Date and for one year following the Effective Date as to the remaining 80% of the Radiant Shares. Approximately 77.7% of the outstanding Wheels Shares are subject to the Lock-up Agreements.

See "*The Arrangement – Support and Lock-up Agreements*".

Court Approval of the Arrangement

An arrangement under the OBCA requires approval by the Court. On February 23, 2015, Wheels obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and certain other procedural matters. The full text of the Interim Order is set out in Appendix C to this Circular. Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Wheels Shareholders at the Meeting in the manner required by the Interim Order, Wheels will re-attend before the Court for the issuance of the Final Order.

See "*The Arrangement – Court Approval of the Arrangement*".

Completion of the Arrangement

Subject to the provisions of the Arrangement Agreement, the Arrangement will become effective at 12:01 a.m. (Toronto time) on the Effective Date. Completion of the Arrangement is anticipated to occur on or about April 2, 2015; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis, but in no event shall completion occur later than May 20, 2015, unless extended by mutual agreement among Wheels, Radiant and the Purchaser in accordance with the terms of the Arrangement Agreement.

See "*The Arrangement – Completion of the Arrangement*".

Interests of Certain Persons in the Arrangement

The Arrangement constitutes a "business combination" under MI 61-101.

See "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*" and "*Voting Securities and Principal Holders Thereof*".

Securities Law Matters

The Wheels Shares are currently listed on the TSXV under the symbol "WGI". If permitted by applicable Law, Wheels expects to be de-listed from the TSXV following the Effective Date. Following the Effective Date, Wheels will also seek to be deemed to have ceased to be a reporting issuer (or to be exempt from the requirements applicable to reporting issuers) under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer. As a result, Wheels will no longer be subject to the ongoing disclosure and other obligations currently imposed upon it under such legislation.

See "*The Arrangement – Securities Law Matters*".

Multilateral Instrument 61-101

The Arrangement is subject to the requirements of MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding interested or related parties, independent valuations and, in certain instances, approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 apply to a reporting issuer proposing to carry out a "business combination" (as defined in MI 61-101).

The Arrangement constitutes a business combination as Mr. Peter Jamieson is considered to be a "related party" of Wheels and is entitled to receive, as a consequence of the Arrangement, a "collateral benefit" (as defined under MI 61-101). Mr. Jamieson is considered to be an "interested party" for the purposes of the Arrangement pursuant to MI 61-101.

MI 61-101 requires that, in addition to any other required securityholder approval, a business combination must be approved by a simple majority of the votes cast by "minority" securityholders of each class of affected securities (which in the case of Wheels consists only of Wheels Shares), voting separately as a class. In relation to the Arrangement and for purposes of the required approval for the Arrangement, the "minority" securityholders of Wheels are all Wheels Shareholders other than: (i) any interested party to the Arrangement within the meaning of MI 61-101; (ii) any related party to such interested party within the meaning of MI 61-101 (subject to the exceptions set out therein); and (iii) any person that is a joint actor with any of the foregoing for the purposes of MI 61-101. As a result, approximately 5.0% of the outstanding Wheels Shares which are held by Mr. Jamieson will be excluded for the purpose of determining if the Arrangement Resolution has been approved by the Non-Excluded Shareholders.

See "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*", *The Arrangement – Securities Law Matters – Minority Approval Requirements*" *and* "*The Arrangement – Fairness Opinion*".

Dissent Rights

Section 185 of the OBCA provides Registered Shareholders of a corporation with the right to dissent from certain resolutions that effect extraordinary corporate transactions or fundamental corporate changes. The Interim Order expressly provides Registered Shareholders with the right to dissent from the Arrangement Resolution pursuant to Section 185 of the OBCA, with modifications or supplements to the provisions of Section 185 as provided in the Plan of Arrangement and the Interim Order. Any Registered Shareholder who dissents from the Arrangement Resolution in compliance with Section 185 of the OBCA, as modified or supplemented by the Plan of Arrangement and the Interim Order, will be entitled, in the event the Arrangement becomes effective, to be paid the fair value of Wheels Shares held by such Dissenting Shareholder determined immediately before the passing by the Wheels Shareholders of the Arrangement Resolution.

A brief summary of the Dissent Rights available to Registered Shareholders is set forth under the heading "*The Arrangement – Dissent Rights*" in this Circular. However, such summary is qualified in its entirety by the provisions of Section 185 of the OBCA. The OBCA requires strict adherence to the procedures regarding the exercise of rights established therein. The failure to adhere to such procedures may result in the loss of all rights of dissent. Accordingly, each Wheels Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the provisions of Section 185 of the OBCA, the Plan of Arrangement and the Interim Order and consult a legal advisor. A copy of Section 185 of the OBCA is set out in Appendix F to this Circular.

Anyone who is a beneficial owner of Wheels Shares registered in the name of an Intermediary and who wishes to dissent should be aware that only Registered Shareholders are entitled to exercise Dissent Rights.

See "*The Arrangement – Dissent Rights*".

Election Procedure and Proration

Available Elections and Procedure

Each registered holder of Wheels Shares will have the right to elect in the Letter of Transmittal and Election Form to be delivered to the Depositary to receive Cash Consideration, Share Consideration or Combined Consideration for each of such holder's Wheels Share. Each beneficial holder of Wheels Shares who wishes to make an election as to the consideration they wish to receive should contact their broker and provide instructions as to the election they wish to make. In order to make a valid election as to the consideration to be received under the Arrangement (subject to proration with respect to the Locked-up Shareholders), a registered Wheels Shareholder must sign and return the Letter of Transmittal and Election Form and make a proper election thereunder and return it with accompanying Wheels Share certificate(s) to the Depositary prior to the Election Deadline.

When considering how to complete your election, we remind you that the Radiant Shares are publicly-traded on the NYSE MKT and trade in United States dollars. Wheels Shareholders may wish to assess, among other things, the

trading price of the Radiant Shares and the Canada-U.S. currency exchange rate prior to submitting a Letter of Transmittal and Election Form with their irrevocable elections.

Elections for Cash Consideration and/or Radiant Shares

The Arrangement provides that the maximum amount of Radiant Shares to be transferred to Wheels Shareholders shall not exceed 6,900,000 Radiant Shares or be less than the Minimum Share Amount. If Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares, the number of Radiant Shares transferrable to the Locked-up Shareholders and Minority Shareholders who did not make a valid election pursuant to the Letter of Transmittal and Election Form shall be adjusted on a pro rata basis in order to ensure that only 6,900,000 Radiant Shares are transferred to Wheels Shareholders pursuant to the Arrangement. If Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, less than the Minimum Share Amount, the number of Radiant Shares transferable to the Locked-up Shareholders shall be adjusted on a pro rata basis in order to ensure that at least 4,540,254 Radiant Shares are transferred to Wheels Shareholders pursuant to the Arrangement.

If the aggregate number of Radiant Shares that would, but for prorationing pursuant to the Plan of Arrangement, be transferred to the Locked-up Shareholders and Minority Shareholders who have not made a valid election under the Arrangement exceeds the Maximum Share Amount, then the percentage of the Share Consideration per Wheels Share to be received by the Locked-up Shareholders and the Minority Shareholders who did not make a valid election shall be subject to proration in accordance with Article 3 of the Plan of Arrangement. If such proration is necessary, the percentage of the CDN$0.77 per Wheels Share to be received by a Locked-up Shareholder and any Minority Shareholder who did not make a valid election pursuant to the Letter of Transmittal and Election Form shall be determined by multiplying (i) the percentage, rounded to six decimal places, of the CDN$0.77 elected or deemed to be elected in respect of each Wheels Share to paid in Radiant Shares by (ii) a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Amount and the denominator of which is the aggregate number of Radiant Shares issuable to all Locked-up Shareholders and Minority Shareholders who did not make a valid election, without giving effect to any proration. Upon any such proration, each Locked-up Shareholder and Minority Shareholder that is prorated will be deemed to have elected to receive Cash Consideration for the remainder of its Wheels Shares for which, but for such prorationing, such Wheels Shareholder would otherwise have received Radiant Shares.

If the aggregate number of Radiant Shares that would, but for prorationing pursuant to the Plan of Arrangement, be transferred to Wheels Shareholders under the Arrangement is less than the Minimum Share Amount, then the number of Radiant Shares to be transferred to the Locked-up Shareholders shall be subject to proration in accordance with Article 3 of the Plan of Arrangement. If such proration is necessary, the percentage of the CDN$0.77 per Wheels Share to be received by a Locked-up Shareholder in Share Consideration shall be determined by multiplying (i) the percentage, rounded to six decimal places, of the CDN$0.77 elected or deemed to be elected in respect of each Wheels Share to paid in Radiant Shares by (ii) a fraction, rounded to six decimal places, the numerator of which is the Minimum Share Amount and the denominator of which is the aggregate number of Radiant Shares issuable to all Wheels Shareholders, without giving effect to any proration.

Any Wheels Shareholder that does not submit a valid election pursuant to the Letter of Transmittal and Election Form shall be deemed to have elected to receive the Share Consideration (subject to proration in accordance with Article 3 of the Plan of Arrangement, if applicable).

Procedure for Payment of Consideration

Registered Shareholders

In order to receive the consideration which a Registered Shareholder is entitled to receive if the Arrangement Resolution is passed and the Arrangement is completed, a Registered Shareholder must complete, sign, date and return the enclosed Letter of Transmittal and Election Form in accordance with the instructions set out therein and in this Circular. The Letter of Transmittal and Election Form is also available from the Depositary, Equity Financial Trust Company, by telephone at 1 (866) 393-4891 (North American Toll Free); or under Wheels' issuer profile on SEDAR at www.sedar.com. The Letter of Transmittal and Election Form contains procedural information relating to the Arrangement and should be reviewed carefully. Only Registered Shareholders can submit a Letter of Transmittal and Election Form

See "*Procedure for Payment of Consideration – Exchange Procedure – Registered Shareholders*".

Non-Registered Shareholders

The exchange of Wheels Shares for the consideration pursuant to the Arrangement in respect of Non-Registered Shareholders is expected to be made with the Non-Registered Shareholder's broker, securities dealer, trust, corporation or other intermediary account through the procedures in place for such purposes between CDS and such Intermediaries. Non-Registered Shareholders should contact their Intermediary if they have any questions regarding this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive payment for their Wheels Shares as soon as possible following completion of the Arrangement.

See "*Procedure for Payment of Consideration – Exchange Procedure – Non-Registered Shareholders*" and "*The Arrangement – Principal Steps of the Arrangement*".

Limitation and Proscription

To the extent that a Former Wheels Shareholder has not delivered certificates representing their Wheels Shares in compliance with the applicable procedures on or before the date that is six years after the Effective Date, then such Former Wheels Shareholder's right to payment shall be forfeited to Radiant, and the Former Wheels Shareholder will thereafter have no right to receive any consideration in connection with the Arrangement.

The foregoing information is a summary only. For further details of procedures, see the Plan of Arrangement attached as Appendix D to this Circular.

The Arrangement Agreement

A full copy of the Arrangement Agreement may be found under Wheels' issuer profile on SEDAR at www.sedar.com. Wheels Shareholders are urged to read the Arrangement Agreement carefully and in its entirety, as the rights and obligations of Wheels, Radiant and the Purchaser are governed by the express terms of the Arrangement Agreement and not by this summary or any other information contained in this Circular.

See "*The Arrangement Agreement*".

Conditions to the Arrangement Becoming Effective

The implementation of the Arrangement is subject to certain mutual conditions precedent being satisfied or waived by one or all of Wheels, Radiant and the Purchaser at or before the Effective Time and/or Effective Date, including, but not limited to, that the Wheels Shareholders shall have approved the Arrangement Resolution at the Meeting.

The obligations of each of Wheels, Radiant and the Purchaser to consummate the Arrangement are also subject to the satisfaction or waiver by each party of certain additional conditions precedent in its respective favour, including customary conditions.

See "*The Arrangement Agreement – Conditions Precedent – Mutual Conditions Precedent*", "*The Arrangement Agreement – Conditions Precedent – Conditions Precedent in favour of Wheels*" and "*The Arrangement Agreement – Conditions Precedent– Conditions Precedent in favour of Radiant and the Purchaser*".

Non-Solicitation and Termination Fee

In the event that the Arrangement is not completed under certain circumstances, Wheels has agreed to pay the Purchaser a Termination Fee equal to US$3,600,000 together with all of the Purchaser's costs and expenses incurred in connection with the Arrangement up to the date of termination up to a maximum of US$1,000,000. The Arrangement Agreement also provides that under certain circumstances where the Termination Fee is otherwise not payable, Wheels may be required to reimburse the Purchaser for all of the Purchaser's costs and expenses incurred in connection with the Arrangement up to a maximum of US$1,000,000. In addition, the Arrangement Agreement includes standard non-solicitation and superior proposal provisions, and Wheels has provided the Purchaser with certain other customary rights, including a right to match competing offers.

In certain circumstances, including if Radiant is unable to obtain the financing necessary to consummate the Arrangement (unless the financing is not available as a result of Wheels having breached a representation or warranty resulting in, or that would reasonably expected to result in, a Material Adverse Effect on Wheels), Radiant will pay Wheels' costs and expenses incurred in connection with the Arrangement up to a maximum of US$1,000,000.

See "*The Arrangement Agreement – Non-Solicitation Covenants*", "*The Arrangement Agreement – Right to Match*", "*The Arrangement Agreement – Termination*" and "*The Arrangement Agreement – Termination Fee and Expense Reimbursement*".

Termination

The Arrangement Agreement may be terminated by either Radiant or Wheels or both upon the occurrence of certain specified events.

See "*The Arrangement Agreement – Termination*".

Unaudited *Pro Forma* Consolidated Financial Statements of Radiant

The unaudited *pro forma* consolidated financial statements of Radiant that give effect to the Arrangement are set forth in Appendix G to this Circular.

Risk Factors

In evaluating the Arrangement, Wheels Shareholders should carefully consider the risk factors relating to the Arrangement (which are not an exhaustive list of potentially relevant risks relating to the Arrangement). Some of these risks include, but are not limited to: (i) the level of Shareholder approval required; (ii) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; (iii) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect on Wheels; (iv) Wheels will incur costs and may have to pay a Termination Fee or reimburse the Purchaser for its transaction costs if the Arrangement Agreement is terminated in certain circumstances; (v) the risk that the Acquisition Financing may not be available; (vi) if Wheels is unable to complete the Arrangement or if completion of the Arrangement is delayed, there could be an adverse effect on Wheels' business, financial condition, operating results and the price of the Wheels Shares; (vii) the application of interim operating covenants; (viii) Wheels' directors and officers may have interests in the Arrangement that are different from those of the Wheels Shareholders; (ix) the risk that Wheels and Radiant may not integrate successfully; (x) the failure to complete the Arrangement could negatively impact the market price of the Wheels Shares and (xi) Wheels Shareholders cannot be certain of the market value of the Radiant Shares they may receive for their Wheels Shares under the Arrangement because the market price of the Radiant Shares and the Wheels Shares will fluctuate and the exchange ratio is fixed.

Additional risks and uncertainties, including those currently unknown to or considered to be not material by Wheels, may also adversely affect the business of Wheels.

See "*Risk Factors*" and "*Cautionary Statement Regarding Forward-Looking Information*".

Income Tax Considerations

Wheels Shareholders should consult their own tax advisors about the applicable Canadian and United States federal, provincial, state and local tax consequences of the Arrangement.

A summary of the principal Canadian federal income tax consequences of the Arrangement is included under "*Certain Canadian Federal Income Tax Considerations*" in this Circular.

Completion of the Arrangement may also have tax consequences under the laws of the United States. See "*Notice to Shareholders in the United States*" and "*Certain United States Federal Income Tax Considerations*".

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management and the directors of Wheels for use at the Meeting of Wheels Shareholders to be held at the offices of Bennett Jones LLP, Suite 3400, One First Canadian Place, Canada Boardroom, Toronto, Ontario M5X 1A4 at 10:00 a.m. (Toronto time) on March 26, 2015 and at any adjournment thereof for the purposes set forth in the accompanying Notice of Meeting. The solicitation of proxies will be made primarily by mail and may be supplemented by telephone or other personal contact by the directors, officers and employees of Wheels. Directors, officers and employees of Wheels will not receive any extra compensation for such activities. Wheels may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from Wheels Shareholders in favour of the matters set forth in the Notice of Meeting. Wheels may pay brokers or other persons holding Wheels Shares in their own names, or in the names of nominees, for their reasonable expenses for sending forms of proxy and this Circular to beneficial owners of Wheels Shares and obtaining proxies therefrom. The cost of any such solicitation will be borne by Wheels.

Appointment of Proxies

A Wheels Shareholder whose name has been entered in the register of Wheels Shareholders as of the close of business on the Record Date (a "**Registered Shareholder**") may vote in person at the Meeting or may appoint another person to represent such Shareholder as proxy and to vote the Wheels Shares of such Wheels Shareholder at the Meeting. In order to appoint another person as proxy, Wheels Shareholders must complete, execute and deliver the Form of Proxy accompanying this Circular, or another form of proxy, in the enclosed return envelope. All instruments appointing proxies to be used at the Meeting or at any adjournment thereof must be deposited with Wheels' Transfer Agent, Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario M5H 4H1, not later than 48 hours (excluding Saturdays, Sundays and holidays) preceding the time fixed for the Meeting (that is, by 10:00 a.m. (Toronto time) on March 24, 2015) or any adjournment thereof.

The persons named as proxies in the Form of Proxy accompanying this Circular have been designated by the management of Wheels. **A Wheels Shareholder has the right to appoint a person (who need not be a Wheels Shareholder), other than the persons whose names appear in such Form of Proxy, to attend and act for and on behalf of such Wheels Shareholder at the Meeting and at any adjournment thereof.** Such right may be exercised by inserting the name of the person to be appointed in the blank space provided in the Form of Proxy, or by completing another proper form of proxy and, in either case, delivering the completed and executed proxy to the Depositary in time for use at the Meeting in the manner specified above.

Revocation of Proxies

A Registered Shareholder who has given a proxy may revoke it: (i) by completing a proxy bearing a later date and sending the proxy to Wheels' Transfer Agent, Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario M5H 4H1, so that it is received not less than 48 hours, excluding Saturdays, Sundays and holidays, prior to the hour of the Meeting (that is, by 10:00 a.m. (Toronto time) on March 24, 2015); (ii) by completing a written notice of revocation, which must be executed by the Registered Shareholder or by his or her attorney authorized in writing, and sending the notice to Wheels' Transfer Agent, Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario M5H 4H1, any time up to and including the last business day preceding the day of the Meeting, or delivering the notice to the chairman of the Meeting on the day of the Meeting; or (iii) in any other manner permitted by law.

Exercise of Discretion by Proxies

The Wheels Shares represented by an appropriate form of proxy will be voted on any ballot that may be conducted at the Meeting, or at any adjournment thereof, in accordance with the instructions contained on the form of proxy. **In the absence of instructions, such Wheels Shares will be voted <u>FOR</u> the matters referred to in the Notice of Meeting.**

The enclosed Form of Proxy, when properly completed and signed, confers discretionary authority upon the persons named therein to vote on any amendments to or variations of the matters identified in the Notice of Meeting and on other matters, if any, which may properly be brought before the Meeting or any adjournment thereof. At the date hereof, management of Wheels knows of no such amendments or variations or other matters to be brought before the Meeting. However, if any other matters, which are not now known to management of Wheels, should properly be brought before the Meeting, or any adjournment thereof, the Wheels Shares represented by such proxy will be voted on such matters in accordance with the judgment of the person named as proxy thereon.

Signing of Proxy

The Form of Proxy must be signed by the Wheels Shareholder or the duly appointed attorney thereof authorized in writing or, if the Wheels Shareholder is a corporation, by an authorized officer of such corporation. A proxy signed by the person acting as attorney of the Wheels Shareholder or in some other representative capacity, including an officer of a corporation which is a Wheels Shareholder, should indicate the capacity in which such person is signing and should be accompanied by the appropriate instrument evidencing the qualification and authority of such person to act, unless such instrument has previously been filed with Wheels. A Wheels Shareholder or his or her attorney may sign the Form of Proxy or a power of attorney authorizing the creation of a proxy by electronic signature provided that the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of such Wheels Shareholder or by or on behalf of his or her attorney, as the case may be.

Non-Registered Shareholders

Only Registered Shareholders, or the persons they appoint as their proxies, are entitled to attend and vote at the Meeting. The Wheels Shares beneficially owned by a non-Registered Shareholder (a "**Non-Registered Shareholder**") will generally be registered in the name of either:

(a) an intermediary (an "**Intermediary**") with whom the Non-Registered Shareholder deals in respect of the Wheels Shares (including, among others, banks, trust companies, securities dealers or brokers, trustees or administrators of a self-administered registered retirement savings plan, registered retirement income fund, registered education savings plan and similar plans); or

(b) a clearing agency (such as CDS Clearing and Depositary Services Inc. in Canada, and The Depository Trust Company in the United States) of which the Intermediary is a participant.

In accordance with the requirements of NI 54-101, Wheels has distributed copies of the Notice of Meeting, this Circular and the accompanying Form of Proxy (collectively the "**Meeting Materials**") to the Intermediaries for onward distribution to Non-Registered Shareholders. Intermediaries are required to forward the Meeting Materials to Non-Registered Shareholders, unless the Non-Registered Shareholders have waived the right to receive them. Intermediaries often use service companies to forward the Meeting Materials to Non-Registered Shareholders. Generally, Non-Registered Shareholders who have not waived the right to receive Meeting Materials will be given either:

(a) a voting instruction form which is not signed by the Intermediary and which, when properly completed and signed by the Non-Registered Shareholder and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow. Typically, the voting instruction form will consist of a one page pre-printed form. Sometimes, instead of the one page pre-printed form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions which contains a removable label with a bar-code and other information. In order for the Form of Proxy to validly constitute a voting instruction form, the Non-Registered Shareholder must remove the label from the instructions and affix it to the Form of Proxy, properly complete and sign the Form of Proxy and submit it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company; or

(b) a Form of Proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Wheels Shares beneficially owned by the Non-Registered Shareholder but which is otherwise not completed by the Intermediary.

Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Shareholder when submitting the proxy. In this case, the Non-Registered Shareholder who wishes to submit a proxy should properly complete the Form of Proxy and deposit it with the Depositary, Equity Financial Trust Company, 200 University Avenue, Suite 400, Toronto, Ontario M5H 4H1.

In either case, the purpose of these procedures is to permit Non-Registered Shareholders to direct the voting of the Wheels Shares that they beneficially own. Should a Non-Registered Shareholder who receives either a voting instruction form or a form of proxy wish to attend the Meeting and vote in person (or have another person attend and vote on behalf of the Non-Registered Shareholder), the Non-Registered Shareholder should strike out the names of the persons named in the form of proxy and insert the Non-Registered Shareholder's (or such other person's) name in the blank space provided or, in the case of a voting instruction form, follow the directions indicated on the form. Non-Registered Shareholders should carefully follow the instructions of their Intermediaries and their service companies, including those instructions regarding when and where the voting instruction form or the form of proxy is to be delivered.

A Non-Registered Shareholder who has submitted a proxy may revoke it by contacting the Intermediary through which the Wheels Shares of such Non-Registered Shareholder are held and following the instructions of the Intermediary respecting the revocation of proxies.

The Meeting Materials are being sent to both Registered Shareholders and Non-Registered Shareholders. If you are a Non-Registered Shareholder, and Wheels or its agent has sent these materials directly to you, your name and address and information about your holdings of Wheels Shares, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

Wheels is not using "notice-and-access" to send its proxy-related materials to its shareholders, and paper copies of such materials will be sent to all Wheels Shareholders. Wheels will not send proxy-related materials directly to non-objecting Non-Registered Shareholders and such materials will be delivered to non-objecting Non-Registered Shareholders through their Intermediary. Wheels intends to pay for an Intermediary to deliver to objecting Non-Registered Shareholders the proxy-related materials and Form 54-101F7 "*Request for Voting Instructions Made by Intermediary*" of NI 54-101.

Quorum

A quorum for the transaction of business at the Meeting shall be two persons present in person, each being a Wheels Shareholder entitled to vote thereat or a duly appointed proxyholder for an absent Wheels Shareholder so entitled, holding not less than 25% of the outstanding Wheels Shares in the aggregate.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

Record Date

The Board has fixed February 20, 2015 as the record date for the determination of the Wheels Shareholders entitled to receive notice of, and vote at, the Meeting (the "**Record Date**"). Wheels Shareholders of record at the close of business on February 20, 2015 will be entitled to vote at the Meeting and at all adjournments thereof.

Ownership of Securities of Wheels

As at February 20, 2015, there were 89,556,568 Wheels Shares outstanding. Each Wheels Share will entitle the holder of record thereof to one vote at the Meeting. To the knowledge of Wheels, after reasonable enquiry, no person beneficially owns, or exercises control or direction over, directly or indirectly, 10% or more of such Wheels Shares, except the following:

Name of Shareholder	Number of Wheels Shares Owned	Percentage of Issued and Outstanding Wheels Shares
Doug Tozer	35,702,845[(1)]	39.87%

Denise Messier	9,351,606	10.44%

To the knowledge of Wheels, after reasonable enquiry, the following table indicates, as at February 20, 2015, the number of securities of Wheels beneficially owned, directly or indirectly, or over which control or direction is exercised, by each director and officer of Wheels and their respective associates and affiliates.

Name of Shareholder	Relationship with Corporation	Number of Wheels Shares Owned (% Outstanding)	Number of Wheels Options Owned (% Outstanding) [2]
Doug Tozer	Chief Executive Officer, Director	35,702,845 (39.87%)	1,407,798 (18.95%)
Philip Tabbiner	Chairman, Director	161,500 (0.18%)	281,559 (3.79%)
John W. Stevens	Director	207,000 (0.23%)	187,706 (2.53%)
Denise Messier	Director	9,351,606 (10.44%)	450,000 (6.01%)
Edward R. Irwin	Chief Financial Officer	-- --	200,000 (2.69%)
Peter Jamieson	Chief Operating Officer, Director	4,481,359 (5.00%)	938,532 (12.63%)
Tim Boyce	Chief Marketing Officer	-- --	100,000 (1.35%)

Notes:

(1) As of December 31, 2011, certain Wheels Shareholders and Mr. Doug Tozer entered into a voting trust agreement (the "**Voting Trust Agreement**") pursuant to which each such Wheels Shareholder agreed to vote the Wheels Shares held by them in accordance with the instructions of Mr. Doug Tozer. Pursuant to the Voting Trust Agreement, Mr. Doug Tozer exercises control or direction over an additional 32,417,485 Wheels Shares which, when added to the Wheels Shares of Mr. Doug Tozer set out in the table above, totals 68,120,330 Wheels Shares or 76.1% of the total Wheels Shares outstanding as of the date hereof.

(2) All of the Wheels Options are exercisable at a price greater than CDN$0.77 and will be cancelled at the Effective Time pursuant to the Plan of Arrangement.

THE ARRANGEMENT

At the Meeting, Wheels Shareholders will be asked to consider and, if thought advisable, to pass the Arrangement Resolution to approve the Arrangement. The Arrangement, the Plan of Arrangement and the terms of the Arrangement Agreement are summarized below. This summary does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is available under Wheels' issuer profile on SEDAR at www.sedar.com, and the Plan of Arrangement which is attached to this Circular as Appendix D.

The primary purpose of the Arrangement is to allow the Purchaser to enter into a transaction with Wheels providing for the acquisition by the Purchaser of all of the issued and outstanding Wheels Shares.

To be effective, the Arrangement Resolution must be approved by: (i) not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting, as contemplated by MI

61-101 in the context of a "business combination". See "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*". A copy of the Arrangement Resolution is set out in Appendix A to this Circular.

Unless otherwise directed in properly completed forms of proxy, it is the intention of the individuals named in the enclosed form of proxy to vote **FOR** the Arrangement Resolution. If you do not specify how you want your Wheels Shares to be voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting **FOR** the Arrangement Resolution.

If the Arrangement is approved at the Meeting, the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect at the Effective Time (which will be at 12:01 a.m. (Toronto time) on the Effective Date (which is currently anticipated to be on or about April 2, 2015)).

Principal Steps of the Arrangement

Under the Plan of Arrangement, commencing at the Effective Time, the following principal steps shall occur and shall be deemed to occur in the following order without any further act or formality:

- ***Wheels Options***. All unexercised Wheels Options and the Wheels Option Plan shall be cancelled and be of no further force and effect and neither Wheels, Radiant nor the Purchaser nor or any of their respective affiliates or successors shall have any liability in respect thereof;

- ***Wheels Purchase Plan.*** The Wheels Purchase Plan shall be cancelled and be of no further force and effect and neither Wheels, Radiant nor the Purchaser nor or any of their respective affiliates or successors shall have any liability in respect thereof;

- ***Expense Reimbursement Amount.*** The Expense Reimbursement Amount shall be paid to Wheels in accordance with the Expense Reimbursement Agreement;

- ***Wheels Shares Held by Dissenting Shareholders***. Each Wheels Share held by a Dissenting Shareholder shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of all liens, to the Purchaser, and the Purchaser shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 4 of the Plan of Arrangement, and the name of such holder shall be removed from the central securities register as a holder of Wheels Shares and the Purchaser shall be recorded as the registered holder of the Wheels Shares so transferred and shall be deemed to be the legal owner of such Wheels Shares; and

- ***Other Wheels Shares***. Each Wheels Share (other than the Wheels Shares held by a Dissenting Shareholder) shall be transferred to the Purchaser by the holder thereof in exchange for the Cash Consideration, Share Consideration or Combined Consideration elected or deemed to be elected by such former Shareholder, subject to proration of the Share Consideration elected by the Locked-up Shareholders (and any other Wheels Shareholders who did not make a valid election) in accordance with Article 3 of the Plan of Arrangement, if applicable.

Reasons for Recommendation

After careful consideration, the Wheels Board has determined, upon recommendation of the Special Committee and after consultation with their financial and legal advisors, that the consideration offered for the Wheels Shares pursuant to the Plan of Arrangement is fair, from a financial point of view, to the Wheels Shareholders, and that it is in the best interests of Wheels to support and facilitate the Plan of Arrangement and enter into the Arrangement Agreement. **Accordingly, the Wheels Board unanimously recommends that Wheels Shareholders vote in favour of the Arrangement Resolution.**

In the course of its strategic review of possible transactions, the Wheels Board formed the Special Committee which, among other things, reviewed the Transaction and consulted with senior management, legal counsel and financial advisors and reviewed a significant amount of information and considered a number of factors, including, among other things, the following:

- ***Attractive Premium***. Wheels Shareholders will receive consideration of CDN$0.77 per Wheels Share under the Plan of Arrangement. Such consideration represents a premium of 27.6% over the value of each Wheels Share, based on the volume weighted average trading price of approximately CDN$0.60 per Wheels Share on the TSXV for the 20 trading days ended January 19, 2015 and a 35.1% premium to the closing price of the Wheels Shares on the TSXV on January 19, 2015, the day immediately prior to the announcement of the Arrangement.

- ***Minority Shareholder Election Preference***. The Transaction provides Minority Shareholders with the right to elect to receive Cash Consideration, Share Consideration or Combined Consideration in exchange for their Wheels Shares. Any Wheels Shareholder that submits a valid election prior to the Election Deadline pursuant to the Letter of Transmittal and Election Form will receive the elected consideration in accordance with the terms of the Arrangement and will not be subject to proration. This ensures that each Minority Shareholder will have complete control over the consideration received for such Minority Shareholder's Wheels Shares provided such Minority Shareholder submits a valid election prior to the Election Deadline. See "*The Arrangement – Election Procedure and Proration*".

- ***Certainty of Value and Near Term Liquidity***. The Transaction provides Wheels Shareholders with the option to elect to receive the Cash Consideration for their Wheels Shares. The Cash Consideration provides certainty of value for their Wheels Shares, while avoiding long-term business risk.

- ***Fairness Opinion***. Cormark has provided a Fairness Opinion that states, based upon and subject to the assumptions, limitations and qualifications set out in the Fairness Opinion, Cormark was of the opinion that, as at January 20, 2015, the consideration offered for the Wheels Shares is fair from a financial point of view to the Wheels Shareholders. A copy of the Fairness Opinion is attached to this Circular as Appendix E. The Wheels Board recommends that you read the Fairness Opinion carefully and in its entirety. The Fairness Opinion does not constitute a recommendation of Cormark to the Wheels Shareholders as to whether they should vote in favour of the Arrangement or how they should otherwise act with respect thereto. See "*The Arrangement – Fairness Opinion*".

- ***Lock-up Agreements.*** Certain directors and officers of Wheels and certain Wheels Shareholders, whose Wheels Shares represented approximately 77.7% of the Wheels Shares outstanding on February 20, 2015, have entered into Lock-up Agreements with Radiant and the Purchaser, pursuant to which they have agreed, among other things, to vote in favour of the Arrangement. The obligation of the Locked-up Shareholders to vote in favour of the Arrangement terminates automatically upon the occurrence of certain events, including if the Arrangement Agreement is terminated in connection with Wheels accepting a Superior Proposal. See "*The Arrangement — Support and Lock-up Agreements*".

- ***Transaction is the Result of Extended Process***. The Transaction is the culmination of an active strategic review process throughout 2014 that considered various means of enhancing value for Wheels Shareholders, including, among other things, potential strategic transaction opportunities in which Wheels would be the subject of a change of control transaction. The Wheels Board and the Special Committee, with the assistance of senior management, carefully considered a number of options, including, among other things, the value to Wheels Shareholders of an acquisition of Wheels, and determined that the Transaction with Radiant and the Purchaser was the most attractive strategic alternative arising out of this process, particularly given the risks and uncertainties associated with not completing the Transaction.

- ***Ability to Respond to Superior Proposals.*** Under the Arrangement Agreement, the Wheels Board maintains the ability to consider and respond, in accordance with the Arrangement Agreement and the Wheels Board's fiduciary duties, to any unsolicited proposal that is, or could reasonably be expected to lead to, a Superior Proposal that would be more favourable to the Wheels Shareholders than the Transaction, as it may be amended pursuant to the Purchaser's "right to match" under the Arrangement Agreement. The terms of the Arrangement Agreement, including the Termination Fee payable to the Purchaser in connection with a termination of the Arrangement Agreement (in certain specified circumstances, including pursuant to a Superior Proposal), are, in the opinion of the Wheels Board, reasonable in the circumstances and do not preclude other proposals being made to Wheels.

- ***Court Approval.*** The Plan of Arrangement must be approved by the Court, which will consider among other things, the fairness and reasonableness of the Plan of Arrangement.

- **Benefits of the Combined Entity**. Wheels Shareholders who receive Radiant Shares will continue to participate in any value increases associated with the combined entity. Among the anticipated benefits are: (i) enhanced size and scale; (ii) geographic diversification; (iii) greater business coherence allowing for cost and revenue synergies; and (iv) an increased capital markets presence, which may provide the combined entity with enhanced opportunities to create value for its shareholders.

- **Greater Liquidity**. Wheels Shareholders who receive Radiant Shares may benefit from the greater trading liquidity of Radiant Shares as compared to the Wheels Shares. The average daily trading volume of the Radiant Shares on the NYSE MKT and alternate trading platforms over the one month period ended January 19, 2015 (the last trading day prior to the public announcement of the Arrangement) was approximately 74,123 Radiant Shares. This compares to the average daily trading volume of the Wheels Shares on the TSXV and the alternate trading platforms during the same one-month period of approximately 6,208 Wheels Shares.

In view of the numerous factors considered in connection with its evaluation of the Arrangement, the Wheels Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching its conclusions and recommendations. In addition, individual members of the Wheels Board may have given different weight to different factors. The foregoing discussion of the information and factors considered and evaluated by the Wheels Board is not intended to be exhaustive of all factors considered and evaluated by the Wheels Board. The conclusions and recommendations of the Wheels Board were made after considering the totality of the information and factors considered.

Background to the Arrangement

Since it became a public company, Wheels has been continuously surveying the market for accretive acquisitions and/or a strategic combination that would (i) complement the business of Wheels, (ii) result in a combined enterprise of larger critical mass, and (iii) alleviate liquidity concerns in respect of the trading of Wheels Shares. On September 10, 2012, representatives of Jefferies met with Mr. Doug Tozer and other members of Wheels' management to introduce Jefferies to Wheels with a view to advancing the foregoing objectives. Jefferies' representatives presented (i) a general macroeconomic overview, (ii) a third-party logistics industry overview, and (iii) a comparison of Wheels to other publicly traded third-party logistics companies and reviewed the evolution of each of these companies, including share price performance. A general discussion on Wheels' existing business and future objectives followed and Jefferies presented some potential suggestions on how to create value for all Wheels' stakeholders, including a suggestion that Wheels consider a potential transaction with Radiant as Radiant was a publicly-traded United States-based non-asset logistics company with a similar size and at a similar stage in its evolution as a publicly-traded company as Wheels. Mr. Tozer met Bohn Crain, the Chief Executive Officer of Radiant, at an industry conference held in Florida from February 12 through February 13 of 2013. Mr. Tozer and Mr. Crain discussed the potential synergies and advantages that might result from a combination of Radiant with Wheels.

On March 12 and March, 13, Mr. Crain met with Wheels' senior management at Wheels' head-office and toured Wheels' facilities. On March 27 and 28, 2013, Mr. Tozer and Peter Jamieson, Chief Operating Officer of Wheels met Radiant's senior management at Radiant's head office in Seattle. Following the meetings among senior management of Wheels and Radiant, Wheels and Radiant each decided to work with their own financial advisors to, using publicly available information regarding Wheels and Jefferies, prepare a model of what the combined business of Radiant and Wheels would be.

On May 30, 2013, a meeting was held in New York at Jefferies' offices between Mr. Tozer, Dr. Philip Tabbiner, the Chairman of Wheels' Board, Mr. Edward Irwin, Mr. Crain and Radiant's legal counsel. At this meeting, the parties discussed various opportunities that Radiant and Wheels had to work together and the potential combination of Radiant and Wheels, including the views that senior management of both entities had regarding the likely market reaction and timing for such a transaction.

On August 12, 2013, Mr. Tozer met with a representative from Jefferies in New York to discuss the business of Wheels and how to create value for Wheels' stakeholders, including a discussion regarding a potential combination of Wheels and Radiant. Following this meeting, discussions regarding a potential combination continued among senior management of Wheels and Radiant until late August, when Mr. Crain informed Wheels' senior management

that Radiant believed there was merit to the potential combination but that this was not the appropriate time for Radiant to proceed.

In early October of 2013, Mr. Crain reached out to Mr. Tozer to reinitiate the discussions regarding a potential combination of Radiant and Wheels and, during the week of October 21, 2013, Mr. Tozer met Mr. Crain in Los Angeles to further discuss the potential combination.

On December 2, 2013, Mr. Crain, Mr. Tozer and Dr. Tabbiner met to re-examine certain ideas and concepts previously discussed to determine if there was any potential for Radiant and Wheels to reach an agreement that would be beneficial for the stakeholders in both parties. The parties decided that more information was required before any determination regarding the merits of potential combination of Wheels and Radiant could be assessed. On January 15, 2014 Wheels and Radiant signed a non-disclosure agreement which was designed to facilitate the exchange of information and to encourage comprehensive discussions regarding a potential combination of Wheels and Radiant.

On February 7, 2014, the Wheels Board determined that it was in the best interests of Wheels' stakeholders to formally engage Jefferies to initiate an informal strategic review process, which would consider various means of enhancing Wheels Shareholder value, including among other things, potential acquisitions as well as other potential strategic transaction opportunities in which Wheels would be the subject of a change of control transaction.

On March 3, 2014, Jefferies initiated selective discussions with potential counterparties to a strategic transaction, including approximately 70 financial sponsors and 20 strategic buyers. Certain potential counterparties were granted access to a data room established by Wheels. Shortly after the initiation of such discussions, Mr. Crain indicated to Mr. Tozer that Radiant would not participate in this strategic process as it was actively engaged in pursuing other acquisition opportunities. On April 3, 2014, Jefferies presented a report to Mr. Tozer, Dr. Tabbiner and Mr. Irwin summarizing the preliminary indications of interest. Based on this report, Wheels management decided to engage in further discussions with four potential counterparties.

Throughout April of 2014, Wheels' executive management team met with potential counterparties and provided presentations regarding Wheels. Following the completion of these presentations, Jefferies, on Wheels behalf, received three non-binding expressions of interest, each of which would have resulted in a change in control transaction had a transaction been consummated.

On May 22, 2014, Jefferies reviewed these non-binding expressions of interest with Wheels management. After significant discussion and consideration, Wheels management determined that none of the non-binding expressions of interest were of a nature that justified further discussion. Upon such determination, Wheels' management accordingly determined that it was appropriate to terminate the strategic review process at that time. On June 2, 2014, Wheels notified Jefferies that it would be terminating its engagement.

Following the Wheels termination of Jefferies engagement and the strategic review process, Wheels senior management re-engaged in discussions with Radiant and, on June 13, 2014, Wheels received a non-binding acquisition proposal from Radiant in the form of a draft letter of intent. Wheels' senior management and Dr. Tabbiner discussed the non-binding letter of intent and determined that such proposal was not acceptable; however, Wheels management decided to continue negotiations of a potential transaction with Radiant.

On July 13, 2014, after meeting with J.R. Kingsley Ward, a former director and significant Wheels Shareholder, Dr. Tabbiner informed Mr. Crain that Wheels had decided to terminate the discussions with Radiant as it appeared as though the parties could not come to an agreement on the key terms of any proposed offer or on the appropriate structure for a transaction.

In late September of 2014, Mr. Crain engaged in discussions with Wheels' management regarding revisiting a potential transaction. On October 7, 2014, Mr. Crain met Wheels' senior management at Wheels' executive offices. At this meeting, Wheels provided Mr. Crain with a management presentation regarding the business of Wheels and Mr. Crain provided Wheels with an update on Radiant's business, including its prospects.

On October 17, 2014, Wheels received a revised draft of the non-binding letter of intent from Radiant which set out the key terms of an offer from Radiant to acquire all of the outstanding Wheels Shares. Dr. Tabbiner, Mr. Tozer and

Mr. Irwin reviewed this letter of intent with the assistance of Wheels' legal counsel and agreed to present it to the Wheels Board.

On October 18, 2014, Wheels' senior management presented the terms of the letter of intent to the Wheels Board via conference call. During such meeting, the Wheels Board established a committee of independent directors of Wheels (the "**Special Committee**"), consisting of Dr. Tabbiner, as Chair, Mr. John Stevens and Mr. Eric Percival, to oversee the negotiations with Radiant. On October 20, 2014, the Special Committee met via conference call for the first time to discuss the terms of the proposed letter of intent.

On October 29, 2014, following extensive negotiations among Wheels, Radiant and their respective Canadian and U.S. legal counsel, the Wheels Board, upon the recommendation of the Special Committee, approved the terms reflected in the then current draft of a non-binding letter intent with Radiant, including the conditions to the consummation of a transaction such as Radiant obtaining financing, the parties completing satisfactory due diligence of each other and the negotiation of definitive documentation and authorized Wheels to enter into such letter of intent. On October 30, 2014, Radiant and Wheels entered into a non-binding letter of intent (the "**Letter of Intent**") which provided, among other things that Radiant and Wheels would attempt to negotiate a definitive agreement pursuant to which the Wheels Board would support an acquisition of all of the outstanding Wheels Shares by Radiant pursuant to a court approved plan of arrangement.

Following the execution of the Letter of Intent, the parties commenced due diligence of one another. After such due diligence had advanced, negotiation of a definitive arrangement agreement and the plan of arrangement began.

The Special Committee met on December 18, 2014 and again on December 22, 2014 to discuss the status of negotiations with Radiant, to review the draft arrangement agreement and to consider how to proceed on the significant outstanding transaction items. Negotiations of the arrangement agreement between Radiant and Wheels continued throughout December of 2014 and into January of 2015.

In connection with the potential transaction, on December 24, 2014 the Wheels Board retained Cormark to consider the proposed transaction and provide the Fairness Opinion.

A meeting was arranged for January 12, 2015 among representatives of Wheels and Radiant and their respective legal advisors, with Dr. Tabbiner in attendance on behalf of the Special Committee. At this meeting, the various outstanding issues with respect to the proposed arrangement agreement were discussed and many of the outstanding issues were resolved. At this meeting, Mr. Crain also provided an update on the timing for Radiant's receipt of the Commitment Letters and the expected content of such Commitment Letters.

Following January 12, 2015, negotiations continued among Radiant and Wheels with respect to various points, including Radiant's acquisition financing. On January 16, 2015, the Special Committee met to review the recent events, to receive a preliminary verbal fairness opinion from Cormark, to obtain advice from its legal counsel and to consider the progress of the negotiations with Radiant and the appropriate responses to any outstanding deal issues. Following the meeting of the Special Committee, Wheels continued negotiating the arrangement agreement and related documents with Radiant.

On January 19, 2015, the Special Committee met to receive an update from Wheels' senior management on the status of the negotiations with Radiant, to receive an updated view on the proposed transaction from Cormark and to consider and review the latest draft of the arrangement agreement. The Special Committee provided Wheels' senior management with its view on how to proceed with respect to the remaining points that needed to be negotiated to finalize the arrangement agreement and related documents. Negotiations between Wheels, Radiant and their respective legal counsel continued throughout the evening of January 19 and into the morning of January 20.

Early in the morning on January 20, 2015, the Board and the Special Committee met to receive a verbal fairness opinion from Cormark, which provided, subject to the assumptions and limitations set out therein, that the consideration of CDN$0.77 per Wheels Share was fair, from a financial point of view, to the Wheels Shareholders. The Wheels Board and Special Committee received the Fairness Opinion from Cormark and asked questions of Cormark. Based upon the Fairness Opinion provided by Cormark and the revised versions of the Arrangement Agreement and related documents provided to the Special Committee, the Special Committee recommended the Arrangement to the Wheels Board. Wheels' professional advisors reviewed the terms of the Arrangement Agreement with the Wheels Board and answered questions from the Wheels Board. After discussion and taking into

account the recommendation of the Special Committee, the Fairness Opinion, the proposed terms of the Arrangement Agreement, the advice of legal counsel and other factors they considered relevant, including those set out above under the heading "*Reasons for Recommendation*", the Wheels Board unanimously approved a resolution determining that: (i) the consideration to be received as part of the Arrangement is fair to the Wheels Shareholders, from a financial point of view, and that the Arrangement is in the best interests of Wheels; (ii) the Wheels Board unanimously recommend that the Wheels Shareholders vote in favour of the Arrangement Resolution; and (iii) Wheels enter into the Arrangement Agreement and proceed with the Arrangement.

The Arrangement Agreement was entered into early in the morning of January 20, 2015 and a public announcement was made by Wheels shortly thereafter.

Fairness Opinion

The following is a summary of the Fairness Opinion with respect to the Arrangement. This summary is qualified in its entirety by, and should be read in conjunction with, the full text of the Fairness Opinion which is attached as Appendix E and incorporated by reference into this Circular. The full text of the Fairness Opinion describes, among other things, the assumptions made, procedures followed, matters considered and limitations and qualifications on the review undertaken by Cormark. Wheels Shareholders are encouraged to read the Fairness Opinion carefully in its entirety.

The Fairness Opinion was provided for the sole use of the Special Committee and the Wheels Board and may not be used by any other person or relied upon by any other person other than the Special Committee and the Wheels Board, or used for any other purpose, without the express prior written consent of Cormark. The Fairness Opinion is directed only to the fairness, from a financial point of view, of the consideration to be paid to the Wheels Shareholders under the Arrangement, and does not address any aspects of the Arrangement or any related transactions. The Fairness Opinion does not address the relative merits of the Arrangement or any related transaction as compared to other business strategies or transactions that might be available to Wheels or the underlying business decision of Wheels to effect the Arrangement or any related transactions. The Fairness Opinion does not constitute a recommendation by Cormark to any Wheels Shareholder as to how such Wheels Shareholder should vote or act with respect to any matters relating to the Arrangement.

Engagement of Cormark

On December 24, 2014, Cormark was formally retained by Wheels pursuant to an engagement agreement dated December 24, 2014 (the "**Engagement Agreement**") to provide the Wheels Board with the Fairness Opinion.

The terms of the Engagement Agreement provide that Cormark is to be paid a fee by Wheels for delivering the Fairness Opinion, regardless of the conclusions reached in the Fairness Opinion or the outcome of the Arrangement. In addition, Cormark is to be reimbursed for its reasonable out-of-pocket expenses and is to be indemnified by Wheels in certain circumstances, against certain expenses, losses, claims, actions, damages and liabilities incurred in connection with the delivery of the Fairness Opinion under the Engagement Agreement.

Credentials of Cormark

Cormark is an independent Canadian investment dealer providing investment research, equity sales and trading and investment banking services to a broad range of institutions and corporations. Cormark has participated in a significant number of transactions involving public and private companies and has extensive experience in preparing fairness opinions.

Relationships with Interested Parties

Neither Cormark, nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of Wheels, Radiant, or any of their respective associates or affiliates (collectively, the "**Interested Parties**").

Other than services provided under the Engagement Agreement, in the past twenty-four month period, Cormark has not been engaged to provide any financial advisory services to, nor has it participated in any financings involving Wheels. In the past twenty-four month period Cormark has not been engaged to provide any financial advisory services nor has it participated in any financings involving Radiant.

There are no understandings, agreements or commitments between Cormark and Wheels, Radiant, or any other Interested Party, with respect to any future business dealings. Cormark may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for Wheels, Radiant, or any other Interested Party.

Cormark acts as a securities trader and dealer, both as principal and agent, in major financial markets and, as such, may have had, may have and may in the future have long or short positions in securities of Wheels, Radiant or other Interested Parties and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it may have received or may receive compensation. As an investment dealer, Cormark conducts research on securities and may, in the ordinary course of business, provide research reports and investment advice to its clients on investment matters, including with respect to Wheels, Radiant, or the Arrangement.

Scope of Review

In connection with rendering the Fairness Opinion, Cormark reviewed and relied upon (without verifying or attempting to verify independently the completeness or accuracy thereof) or carried out, among other things, the documents and information listed in the Fairness Opinion. Cormark has not, to the best of its knowledge, been denied access by Wheels to any information requested by Cormark.

Assumptions and Limitations

Cormark was not been asked to prepare and has not prepared a formal valuation of Wheels or Radiant or any of their respective securities or assets, and the Fairness Opinion should not be construed as such. Cormark, however, conducted such analyses as it considered necessary in the circumstances. The Fairness Opinion is not, and should not be construed as, advice as to the price at which Wheels Shares may trade at any future date. Cormark was similarly not engaged to review any legal, tax or accounting aspects of the Transaction. The Fairness Opinion does not address the relative merits of the Arrangement as compared to any other transaction involving Wheels or the prospects or likelihood of any alternative transaction or any other possible transaction involving Wheels, its assets or its securities. For a complete description of the assumptions made by Cormark when preparing the Fairness Opinion and the limitations of the Fairness Opinion, please see the complete text of the Fairness Opinion which can be found as Appendix E to this Circular.

Approval of Arrangement Resolution

At the Meeting, Wheels Shareholders will be asked to approve the Arrangement Resolution, the full text of which is set out in Appendix A to this Circular. In order for the Arrangement to become effective, as provided in the Interim Order and by the OBCA and MI 61-101, the Arrangement Resolution must be approved by: (i) not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting, as contemplated by MI 61-101 in the context of a "business combination". Should Wheels Shareholders fail to approve the Arrangement Resolution by the requisite majorities, the Arrangement will not be completed.

The Wheels Board has approved the Arrangement Agreement and the Plan of Arrangement and recommends that Wheels Shareholders vote <u>FOR</u> the Arrangement Resolution. See "*The Arrangement – Reasons for Recommendation*" above.

Support and Lock-up Agreements

The following is a summary description of certain material provisions of Lock-up Agreements, is not comprehensive and is qualified in its entirety by reference to the complete text of the Lock-up Agreements, which can be accessed online under Wheels' issuer profile on SEDAR at www.sedar.com.

In connection with the Arrangement Agreement, the Locked-up Shareholders have entered into Lock-up Agreements with Radiant and the Purchaser in respect of the Subject Shares representing, in the aggregate, approximately 77.7% of the Wheels Shares. The Locked-up Shareholders include the Company Founders, who hold approximately 55.3% of the of the Wheels Shares, and certain other Wheels Shareholders were parties to the Voting Trust Agreement and their affiliates, who hold approximately 22.4% of the Wheels Shares. Under the terms of the Lock-up Agreements, Wheels and Mr. Doug Tozer, as voting trustee, have granted a waiver of any provisions of the foregoing Voting Trust Agreement that would prevent such Locked-up Shareholders from entering into or carrying out the terms of the Lock-up Agreements.

Agreement to Vote in Favour of the Arrangement Resolution and Elect Share Consideration

Pursuant to the Lock-up Agreements, each of the Locked-up Shareholders has agreed that he, she or it will, among other things:

(a) vote or cause to be voted the Subject Shares at the Meeting (or any adjournment or postponement thereof) in favour of the Arrangement Resolution and any other matter necessary for the consummation of the Arrangement and the other transaction contemplated by the Arrangement Agreement; and

(b) no later than five business days prior to the date of the Meeting, deliver or cause to be delivered a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution and/or any other matter necessary for the consummation of the Arrangement and the other transactions contemplated by the Arrangement Agreement, such proxy or proxies name those individuals as may be designated by Wheels in this Circular and shall not be revoked without the written consent of Radiant and the Purchaser; and

(c) elect to receive the Share Consideration in respect of all, or, in the case of the Company Founders, 20% of the Subject Shares, subject to proration if the number of Radiant Shares to be issued pursuant to the Arrangement exceeds the Maximum Share Amount. The Locked-up Shareholders have further agreed that the Radiant Shares received in exchange for the Subject Shares shall be subject to certain restrictions and obligations set forth in the Lock-up Agreements; and

(d) in the case of the Company Founders, refrain from transferring the Radiant Shares received in exchange for the Subject Shares for one year following the Effective Date, and in the case of the remaining Locked-up Shareholders, refrain from transferring 20% of the Radiant Shares received in exchange for the Subject Shares for 90 days following the Effective Date and for one year following the Effective Date as to the remaining 80% of the Radiant Shares.

Representations and Warranties

The Lock-up Agreements contain representations and warranties made by the Locked-up Shareholders and representations and warranties made by Radiant and the Purchaser. Those representations and warranties were made solely for the purposes of the Lock-up Agreements.

The representations and warranties provided by the Locked-up Shareholders in favour of Radiant and the Purchaser relate to, among other things: (a) capacity and required approvals relative to the Lock-up Agreement; (b) due execution of the relevant Lock-up Agreement; (c) beneficial ownership of the Subject Shares; (d) right or ability to vote and unencumbered ownership of Subject Shares; (e) absence of agreement for the sale or disposition of the Subject Shares; (f) absence of a material breach; (g) complete and accurate disclosure of ownership of Subject Shares; and (h) absence of legal proceedings.

The representations and warranties provided by Radiant and the Purchaser in favour of the Locked-up Shareholders relate to, among other things: (a) organization and qualifications; (b) authority to enter into the relevant Lock-up Agreement; and (c) absence of a breach of constating documents, agreement, court order or law.

Covenants of the Locked-up Shareholders

Each Locked-up Shareholder has agreed to certain covenants under the Lock-up Agreements, including, among others:

(a) not to option for sale, offer, sell, assign, transfer, exchange, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey any of the Subject Shares, or any right or interest therein (legal or equitable), to any person or agree to do any of the foregoing, other than pursuant to the Arrangement Agreement;

(b) not grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Wheels' shareholders or give consents or approval of any kind with respect to any of the Subject Shares or agree to do any of the foregoing;

(c) not to vote or cause to be voted any of the Subject Shares in respect of any proposed action by Wheels in a manner which might reasonably be expected to prevent or materially delay the successful completion of the Arrangement or other transactions contemplated by the Arrangement Agreement;

(d) not to exercise any Dissent Rights; and

(e) not to exercise any Wheels Options to purchase Wheels Shares that it may hold, if any.

Termination

The Lock-up Agreements will terminate automatically on the earliest of: (a) the date upon which Radiant, the Purchaser and the Wheels Shareholder mutually agree; (b) the termination of the Arrangement Agreement; and (c) on the Outside Date if the Effective Time has not yet occurred.

Court Approval of the Arrangement

An Arrangement under the OBCA involving Wheels requires approval by the Court.

Interim Order

On February 23, 2015, Wheels obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and certain other procedural matters. The full text of the Interim Order is set out in Appendix C to this Circular.

Final Order

Subject to the terms of the Arrangement Agreement, and if the Arrangement Resolution is approved by Wheels Shareholders at the Meeting in the manner required by the Interim Order, Wheels will re-attend before the Court for the issuance of the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for March 31, 2015 at 10:00 a.m. (Toronto time), or as soon thereafter as counsel may be heard, at the Court at 330 University Avenue, Toronto, Ontario M5G 1R7, or at any other date and time as the Court may direct. Any Wheels Shareholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a notice of appearance no less than two Business Days prior to the hearing of the application for the Final Order, along with any other documents required, all as set out in the Notice of Application and the Interim Order, the full text of which are set out in Appendix B and Appendix C, respectively, to this Circular, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned then, subject to further order of the Court, only those persons having previously filed and served a notice of appearance will be given notice of the adjournment.

The Court has broad discretion under the OBCA when making orders with respect to the Arrangement and will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Wheels, Radiant and/or the Purchaser may determine not to proceed with the Arrangement.

For further information regarding the Court hearing and the rights of Wheels Shareholders in connection with the Court hearing, see the Interim Order attached at Appendix C to this Circular and the issued Notice of Application attached at Appendix B to this Circular. The Notice of Application constitutes notice of the Court hearing of the application for the Final Order and is the only such notice of that proceeding.

Completion of the Arrangement

To be effective, the Arrangement Resolution must be approved by: (i) not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting; and (ii) a majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting, as contemplated by MI 61-101 in the context of a "business combination". The following procedural steps must be taken in order for the Arrangement to become effective following approval of the Wheels Shareholders:

(a) the Court must grant the Final Order approving the Arrangement; and

(b) all conditions precedent to the Arrangement further described in the Arrangement Agreement must be satisfied or waived by the appropriate party.

Once the above procedural steps have been taken, the Articles of Arrangement will be filed with the Director for issuance of the Certificate of Arrangement giving effect to the Arrangement.

Subject to the provisions of the Arrangement Agreement, the Arrangement will become effective at 12:01 a.m. (Toronto time) on the Effective Date. Completion of the Arrangement is anticipated to occur on or about April 2, 2015; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis, but in no event shall completion occur later than May 20, 2015, unless extended by mutual agreement among Wheels, Radiant and the Purchaser in accordance with the terms of the Arrangement Agreement.

Interests of Certain Persons in the Arrangement

The Arrangement constitutes a "business combination" under MI 61-101 since Mr. Peter Jamieson, Wheels' Chief Operating Officer, currently owns 4,481,359 Wheels Shares, representing approximately 5% of the outstanding Wheels Shares and will receive contractual severance payments upon the completion of the Transaction. See "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*".

For a description of the shareholdings of the directors and officers of Wheels and their respective associates and affiliates, see "*Voting Securities and Principal Holders Thereof*".

Securities Law Matters

Status of Wheels Under Securities Laws

The Wheels Shares are currently listed on the TSXV under the symbol "WGI". If permitted by applicable Law, Wheels expects to be de-listed from the TSXV following the Effective Date. Following the Effective Date, Wheels will also seek to be deemed to have ceased to be a reporting issuer (or to be exempt from the requirements applicable to reporting issuers) under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer. As a result, Wheels will no longer be subject to the ongoing disclosure and other obligations currently imposed upon it under such legislation.

Multilateral Instrument 61-101

The Arrangement is subject to the requirements of MI 61-101. MI 61-101 is intended to regulate certain transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding interested or related parties, independent valuations and, in certain instances, approval and oversight of the transaction by a special committee of independent directors. The protections of MI 61-101 apply to a reporting issuer proposing to carry out a "business combination" (as defined in MI 61-101).

A transaction such as the Arrangement constitutes a "business combination" for purposes of MI 61-101 if, at the time the Arrangement is agreed to, a "related party" of Wheels, such as a director or senior officer (as defined in MI 61-101) or a 10% shareholder: (i) would, as a consequence of the Arrangement, directly or indirectly, acquire Wheels or the business of Wheels; or (ii) is entitled to receive, as a consequence of the transaction, a "collateral benefit".

A "collateral benefit" is broadly defined for purposes of MI 61-101 and means, subject to certain specified exclusions, any benefit that a related party of the issuer is entitled to receive, directly or indirectly, as a consequence of the transaction, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of the issuer or of another person, regardless of the existence of any offsetting costs to the related party or whether the benefit is provided, or agreed to, by the issuer or another party to the transaction.

The definition of "collateral benefit" contains certain exclusions. In that regard, a benefit received by a related party of Wheels is not considered to be a collateral benefit if the benefit is received solely in connection with the related party's services as an employee, director or consultant of Wheels or an affiliated entity and: (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement; (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner; (iii) full particulars of the benefit are disclosed in this Circular; and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially own or exercise control or direction over less than 1% of the outstanding Wheels Shares, or (B) (x) if the transaction is a "business combination", the related party discloses to an independent committee of Wheels the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for equity securities beneficially owned by the related party, (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (x), and (z) the independent committee's determination is disclosed in this Circular.

For the purposes of MI 61-101, Mr. Peter Jamieson beneficially owns 4,481,359 Wheels Shares and 938,532 Wheels Options (approximately 5.6% of the outstanding Wheels Shares on a fully-diluted basis) and therefore his payments from Wheels in connection with the Transaction are classified as a collateral benefit. Since Mr. Jamieson is a related party of Wheels and is receiving a collateral benefit, the Arrangement constitutes a "business combination" for the purposes of MI 61-101. Mr. Jamieson is also classified as an "interested party" and therefore the Wheels Shares voted at the Meeting by Mr. Jamieson will not be counted for the purposes of the tabulation of the votes cast by Non-Excluded Shareholders.

The following table sets out the approximate value of the change of control payments, severance payments, completion bonuses and/or other benefits that Wheels may become obligated to make to its senior officers (as defined in MI 61-101) or directors in connection with the completion of the Arrangement:

Name	**Position**	**Amount of Benefits**
Peter Jamieson	Chief Operating Officer	CDN$600,000 (1)
Edward Irwin	Chief Financial Officer	CDN$275,000 (2)
Timothy Boyce	Chief Marketing Officer	CDN$275,000 (3)
Philip Tabbiner	Chairman	CDN$100,000 (4)
John Stevens	Director	CDN$50,000 (4)
Eric Percival	Director	CDN$25,000 (4)

Notes:

(1) This represents the amount payable to Mr. Jamieson in consideration for Mr. Jamieson agreeing to terminate his existing employment contract with Wheels at the Effective Time and entering into a new employment contract with Wheels at such time.

(2) This represents the completion payment payable to Mr. Irwin immediately following the Effective Time.

(3) This represents the completion payment payable to Mr. Boyce immediately following the Effective Time.

(4) This amount represents directors fees payable for services as a member of the Special Committee.

None of the payments described in the table above were conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to such individuals for securities relinquished under the Arrangement, and the making of such payments is not conditional on any of such individuals supporting the Arrangement.

As each of Mr. Irwin, Mr. Boyce, Dr. Tabbiner, Mr. Stevens and Mr. Percival beneficially owns or exercises control or direction over less than 1% of the Wheels Shares, any change of control or severance payments to which such individuals are or may be entitled do not constitute a "collateral benefit" for purposes of MI 61-101.

Minority Approval Requirements

MI 61-101 requires that, in addition to any other required securityholder approval, a business combination must be approved by a simple majority of the votes cast by "minority" securityholders of each class of affected securities (which in the case of Wheels consists only of Wheels Shares), voting separately as a class. In relation to the Arrangement and for purposes of the required approval for the Arrangement, the "minority" securityholders of Wheels are all Wheels Shareholders other than: (i) any "interested party" to the Arrangement within the meaning of MI 61-101; (ii) any related party to such interested party within the meaning of MI 61-101 (subject to the exceptions set out therein); and (iii) any person that is a joint actor with any of the foregoing for the purposes of MI 61-101.

Accordingly, the votes cast in respect of Wheels Shares that are beneficially owned by Mr. Jamieson (representing, in the aggregate, approximately 5.0% of the outstanding Wheels Shares) will be excluded for the purpose of determining if the Arrangement Resolution has been approved by the Non-Excluded Shareholders. The requirement to obtain the approval of the Non-Excluded Shareholders is in addition to the requirement that the Arrangement Resolution must be approved by 66⅔% of the votes cast by the Wheels Shareholders that vote in person or by proxy at the Meeting.

Dissent Rights

Wheels Shareholders may exercise Dissent Rights from the Arrangement Resolution pursuant to and in the manner set forth under Section 185 of the OBCA, as modified by the Plan of Arrangement and the Interim Order, provided that, notwithstanding Subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution must be sent to Wheels by holders who wish to dissent and received by Wheels not later than 10:00 a.m. (Toronto time) on the date that is two Business Days immediately prior to the Meeting or any date to which the Meeting may be postponed or adjourned.

Wheels Shareholders who wish to dissent should take note that the procedures for dissenting to the Arrangement Resolution require strict compliance with the applicable dissent procedures.

Dissent Rights to the Arrangement Resolution for Wheels Shareholders

As indicated in the Notice of Meeting, any Wheels Shareholder is entitled to be paid the fair value of the Wheels Shares held by such holder in accordance with Section 185 of the OBCA, as modified by the Plan of Arrangement and the Interim Order if such holder exercises Dissent Rights and the Arrangement becomes effective.

Anyone who is a beneficial owner of Wheels Shares registered in the name of an Intermediary and who wishes to dissent should be aware that only Registered Shareholders are entitled to exercise Dissent Rights. A Registered Shareholder who holds Wheels Shares as an Intermediary for one or more beneficial owners, one or more of whom wish to exercise Dissent Rights, must exercise such Dissent Rights on behalf of such holder(s). In such case, the notice should specify the number of Wheels Shares held by the Intermediary for such beneficial owner. A

Dissenting Shareholder may dissent only with respect to all the Wheels Shares held on behalf of any one beneficial owner and registered in the name of the Dissenting Shareholder.

A brief summary of the provisions of Section 185 of the OBCA is set out below. This summary is qualified in its entirety by the provisions of Section 185 of the OBCA, the full text of which is set forth in Appendix F to this Circular, and by the Plan of Arrangement. The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein.

Wheels Shareholders who exercise Dissent Rights and who:

(a) are ultimately entitled to be paid fair value for their Wheels Shares, which fair value shall be the fair value of such shares immediately before the passing by the Wheels Shareholders of the Arrangement Resolution, shall be paid an amount equal to such fair value by Wheels and shall be deemed to have transferred their Wheels Shares to Wheels in accordance with the Plan of Arrangement; or

(b) are ultimately not entitled, for any reason, to be paid fair value for their Wheels Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting Shareholder and shall be entitled to receive only the Cash Consideration and/or Share Consideration that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights,

but in no case shall Radiant, the Purchaser, Wheels or any other person be required to recognize Wheels Shareholders who exercise Dissent Rights as Wheels Shareholders after the time that is immediately prior to the Effective Time, and the names of such Wheels Shareholders who exercise Dissent Rights shall be deleted from the central securities register as Wheels Shareholders at the Effective Time and the Purchaser shall be recorded as the registered holder of the Wheels Shares so transferred and such shares will be cancelled. **There can be no assurance that a Dissenting Shareholder will receive consideration for its Wheels Shares of equal or greater value to the consideration that such Dissenting Shareholder would have received under the Arrangement.**

Section 185 of the OBCA

The OBCA provides that Wheels Shareholders who dissent to certain actions being taken by Wheels may exercise a right of dissent and require Wheels to purchase the Wheels Shares held by such Wheels Shareholders at the fair value of such Wheels Shares. Dissent Rights are applicable where Wheels proposes to complete an arrangement, such as the Arrangement as proposed pursuant to the Plan of Arrangement.

The exercise of Dissent Rights does not deprive a Registered Shareholder of the right to vote at the Meeting. However, a Wheels Shareholder is not entitled to exercise Dissent Rights in respect of the Arrangement Resolution if such holder votes any of the Wheels Shares beneficially held by such holder in favour of the Arrangement Resolution. The execution or exercise of a proxy against the Arrangement Resolution does not constitute a written objection for purposes of the right to dissent under Section 185 of the OBCA.

A Dissenting Shareholder is required to send a written objection to the Arrangement Resolution to Wheels prior to the Meeting. **A vote against the Arrangement Resolution or not voting on the Arrangement Resolution does not constitute a written objection.** Within ten days after the Arrangement Resolution is approved by the Wheels Shareholders, Wheels must send to each Dissenting Shareholder a notice that the Arrangement Resolution has been adopted, setting out the rights of the Dissenting Shareholder and the procedures to be followed on exercise of those rights. The Dissenting Shareholder is then required, within 20 days after receipt of such notice (or if such Shareholder does not receive such notice, within 20 days after learning of the adoption of the Arrangement Resolution), to send to Wheels a written notice containing the Dissenting Shareholder's name and address, the number of Wheels Shares in respect of which the Dissenting Shareholder dissents and a demand for payment of the fair value of such Wheels Shares and, within 30 days after sending such written notice, to send to Wheels or its Transfer Agent the appropriate share certificate or certificates representing the Wheels Shares in respect of which the Dissenting Shareholder has exercised Dissent Rights. A Dissenting Shareholder who fails to send to Wheels within the required periods of time the required notices or the certificates representing the Wheels Shares in respect of which the Dissenting Shareholder has dissented may forfeit its Dissent Rights under Section 185 of the OBCA.

If the matters provided for in the Arrangement Resolution become effective, then Wheels will be required to send, not later than the seventh day after the later of: (i) the Effective Date; and (ii) the day the demand for payment is received, to each Dissenting Shareholder whose demand for payment has been received, a written offer to pay for the Wheels Shares of such Dissenting Shareholder in such amount as the directors of Wheels consider to be the fair value thereof accompanied by a statement showing how the fair value was determined unless there are reasonable grounds for believing that Wheels is, or after the payment would be, unable to pay its liabilities as they become due or the realizable value of Wheels' assets would thereby be less than the aggregate of its liabilities. Wheels must pay for the Wheels Shares of a Dissenting Shareholder within ten days after an offer made as described above has been accepted by a Dissenting Shareholder, but any such offer lapses if Wheels does not receive an acceptance thereof within 30 days after such offer has been made.

If such offer is not made or accepted within 50 days after the Effective Date, Wheels may apply to a court of competent jurisdiction to fix the fair value of such shares. There is no obligation of Wheels to apply to the court. If Wheels fails to make such an application, a Dissenting Shareholder has the right to so apply within a further 20 days.

Addresses for Notice

All notices to Wheels of dissent to the Arrangement Resolution pursuant to Section 185 of the OBCA should be addressed to the attention of the Chief Financial Officer of Wheels and be sent not later than 10:00 a.m. (Toronto time) on the date that is two Business Days immediately prior to the Meeting or any date to which the Meeting may be postponed or adjourned to:

Edward Irwin, Chief Financial Officer
Wheels Group Inc.
5090 Orbitor Drive
Mississauga, Ontario
L4W 5B5
Email: tirwin@wheelsgroup.com
Telephone: 905-602-2700
Fax: 905-602-2799

Strict Compliance with Dissent Provisions Required

The following summary does not purport to provide comprehensive statements of the procedures to be followed by a Dissenting Shareholder under the OBCA, the Plan of Arrangement or the Interim Order, and reference should be made to the specific provisions of Section 185 of the OBCA, the Plan of Arrangement and the Interim Order. The OBCA requires strict adherence to the procedures regarding the exercise of rights established therein. The failure to adhere to such procedures may result in the loss of all rights of dissent. **Accordingly, each Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the provisions of Section 185 of the OBCA, the Plan of Arrangement and the Interim Order and consult a legal advisor. A copy of Section 185 of the OBCA is set out in Appendix F to this Circular.**

Source of Funds for the Arrangement

Under the terms of the Arrangement, Wheels Shareholders may elect to receive the Cash Consideration, which is CDN$0.77 per Wheels Share (less any applicable withholdings), for each of their Wheels Shares. Radiant has entered into the Commitment Letters to obtain the funds necessary to consummate the Arrangement. The Radiant Shares to be transferred by the Purchaser pursuant to the Arrangement shall be provided to the Purchaser by Radiant prior to the Effective Date.

Effects on Wheels if the Arrangement is Not Completed

If the Arrangement Resolution is not approved by the Wheels Shareholders or if the Arrangement is not completed for any other reason, Wheels Shareholders will not receive any payment for any of their Wheels Shares in connection with the Arrangement. Additionally, Wheels will remain a reporting issuer and the Wheels Shares will continue to be listed on the TSXV. See "*Risk Factors – Risks Relating to the Arrangement*".

PROCEDURE FOR PAYMENT OF CONSIDERATION

Letter of Transmittal and Election Form

A Letter of Transmittal and Election Form printed on blue paper is being mailed, together with this Circular, to each person who was a Registered Shareholder on the Record Date. Each such Registered Shareholder must forward to the Depositary a properly completed and signed Letter of Transmittal and Election Form, with accompanying Wheels Share certificate(s), if applicable, in order to receive the consideration, which such Shareholder is entitled to receive under the Arrangement. It is recommended that Registered Shareholders complete, sign and return the Letter of Transmittal and Election Form, with accompanying Wheels Share certificate(s), if applicable, to the Depositary as soon as possible. To make a valid election as to the consideration that you wish to receive under the Arrangement (which validly elected consideration may be subject to proration if made by a Locked-up Shareholder), you must sign and return the Letter of Transmittal and Election Form and make proper election thereunder and return it with the accompanying Wheels Share certificate(s) to the Depositary prior to the Election Deadline. The Election Deadline is 10:00 a.m. (Toronto time) on Tuesday, March 24, 2015 (two Business Days immediately prior to the date of the Meeting) or, if the Meeting is adjourned or postponed, 10:00 a.m. (Toronto time) on the second Business Day prior to the date of such adjourned or postponed Meeting. If you fail to make a proper election by the Election Deadline, you will be deemed to have elected to receive, in respect of each Wheels Share, the Share Consideration, subject to proration in the event that Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares as consideration. See "*Procedure for Payment of Consideration — Election Procedure and Proration*" below.

When considering how to complete your election, we remind you that the Radiant Shares are publicly-traded on the NYSE MKT and trade in United States dollars. Wheels Shareholders may wish to assess, among other things, the trading price of the Radiant Shares and the Canada-U.S. currency exchange rate prior to submitting a Letter of Transmittal and Election Form with their irrevocable elections.

Wheels Shareholders whose Wheels Shares are registered in the name of a broker, investment dealer, bank, trust company, trustee or other intermediary or nominee should contact that intermediary or nominee for assistance in depositing their Wheels Shares and should follow the instructions of such intermediary or nominee in order to make their election and deposit their Wheels Shares. Each beneficial Wheels Shareholder who wishes to make an election as to the consideration they wish to receive for the Wheels Shares should contact their broker and provide instructions as to the election they wish to make.

See "*Procedure for Payment of Consideration – Exchange Procedure*" below.

Election Procedure and Proration

Available Elections and Procedure

Each registered holder of Wheels Shares will have the right to elect in the Letter of Transmittal and Election Form to be delivered to the Depositary to receive Cash Consideration, Share Consideration or Combined Consideration for each of such holder's Wheels Shares. Each beneficial holder of Wheels Shares who wishes to make an election as to the consideration they wish to receive should contact their broker and provide instructions as to the election they wish to make.

In order to make a valid election as to the consideration to be received under the Arrangement (subject to proration with respect to the Locked-up Shareholders and the Minority Shareholders that do not make a valid election), a registered Wheels Shareholder must sign and return the Letter of Transmittal and Election Form and make a proper election thereunder and return it with accompanying Wheels Share certificate(s) to the Depositary prior to the Election Deadline.

Proration

The Arrangement provides that the maximum amount of Radiant Shares to be transferred to Wheels Shareholders shall not exceed 6,900,000 Radiant Shares or be less than the Minimum Share Amount. If Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, greater than 6,900,000 Radiant Shares, the number of Radiant

Shares transferrable to the Locked-up Shareholders and Minority Shareholders who did not make a valid election pursuant to the Letter of Transmittal and Election Form, shall be adjusted on a pro rata basis in order to ensure that only 6,900,000 Radiant Shares are transferred to Wheels Shareholders pursuant to the Arrangement. If Wheels Shareholders elect (or are deemed to elect) to receive, in the aggregate, less than the Minimum Share Amount, the number of Radiant Shares transferable to the Locked-up Shareholders shall be adjusted on a pro rata basis in order to ensure that at least 4,540,254 Radiant Shares are transferred to Wheels Shareholders pursuant to the Arrangement.

Elections for Cash

Any Wheels Shareholder that does not submit a valid election pursuant to the Letter of Transmittal and Election Form shall be deemed to have elected to receive the Share Consideration (subject to proration in accordance with Article 3 of the Plan of Arrangement, if applicable).

Elections for Radiant Shares

If the aggregate number of Radiant Shares that would, but for prorationing pursuant to the Plan of Arrangement, be transferred to the Locked-up Shareholders and Minority Shareholders who have not made a valid election under the Arrangement exceeds the Maximum Share Amount, then the percentage of the Share Consideration per Wheels Share to be received by the Locked-up Shareholders and the Minority Shareholders who did not make a valid election shall be subject to proration in accordance with Article 3 of the Plan of Arrangement. If such proration is necessary, the percentage of the CDN$0.77 per Wheels Share to be received by a Locked-up Shareholder and any Minority Shareholder who did not make a valid election pursuant to the Letter of Transmittal and Election Form shall be determined by multiplying (i) the percentage, rounded to six decimal places, of the CDN$0.77 elected or deemed to be elected in respect of each Wheels Share to paid in Radiant Shares by (ii) a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Amount and the denominator of which is the aggregate number of Radiant Shares issuable to all Locked-up Shareholders and Minority Shareholders who did not make a valid election, without giving effect to any proration. Upon any such proration, each Locked-up Shareholder and Minority Shareholder that is prorated will be deemed to have elected to receive Cash Consideration for the remainder of its Wheels Shares for which, but for such prorationing, such Wheels Shareholder would otherwise have received Radiant Shares.

If the aggregate number of Radiant Shares that would, but for prorationing pursuant to the Plan of Arrangement, be transferred to Wheels Shareholders under the Arrangement is less than the Minimum Share Amount, then the number of Radiant Shares to be transferred to the Locked-up Shareholders shall be subject to proration in accordance with Article 3 of the Plan of Arrangement. If such proration is necessary, the percentage of the CDN$0.77 per Wheels Share to be received by a Locked-up Shareholder in Share Consideration shall be determined by multiplying (i) the percentage, rounded to six decimal places, of the CDN$0.77 elected or deemed to be elected in respect of each Wheels Share to paid in Radiant Shares by (ii) a fraction, rounded to six decimal places, the numerator of which is the Minimum Share Amount and the denominator of which is the aggregate number of Radiant Shares issuable to all Wheels Shareholders, without giving effect to any proration.

Exchange Procedure

Registered Shareholders

In order to receive the consideration which a Registered Shareholder is entitled to receive if the Arrangement Resolution is passed and the Arrangement is completed, a Registered Shareholder must complete, sign, date and return the enclosed Letter of Transmittal and Election Form in accordance with the instructions set out therein and in this Circular. The Letter of Transmittal and Election Form is also available from the Depositary, Equity Financial Trust Company, by telephone at 1 (866) 393-4891 (North American Toll Free); or under Wheels' issuer profile on SEDAR at www.sedar.com.

Prior to Effective Date, the Purchaser will deposit or cause to be deposited with the Depositary, (i) the aggregate number of Radiant Shares issuable to all Wheels Shareholders who have elected or deemed to have elected to receive Share Consideration, subject to proration and the elimination of all fractional Radiant Shares, (ii) sufficient funds representing the aggregate Cash Consideration to satisfy the payment to all Wheels Shareholders who have elected to receive Cash Consideration (or have been deemed to elect Cash Consideration as a result of the proration of the Share Consideration issuable pursuant to the Arrangement), and (iii) sufficient funds representing the cash

payment to Wheels Shareholders in lieu of fractional Radiant Shares which such holder is entitled to receive pursuant to the Arrangement.

Upon surrender to the Depositary of the certificate(s) that immediately prior to the Effective Time represented Wheels Shares, and a duly completed Letter of Transmittal and Election Form and such other documents as the Depositary may require, a Former Wheels Shareholder (other than a Dissenting Shareholder) will be entitled to receive in exchange therefor, and, as soon as practicable after the Effective Time, the Depositary will deliver to such Former Wheels Shareholder a cheque in the amount of the consideration such Former Wheels Shareholder is entitled to receive under the Arrangement and/or a share certificate representing the Radiant Shares that such Former Wheels Shareholder is entitled to receive under the Arrangement.

In the event of a transfer of ownership of Wheels Shares which is not registered in the securities register of Wheels, the consideration for such Wheels Shares may be delivered to the transferee if a certificate representing such Wheels Shares is presented to the Depositary as provided above, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable share transfer taxes have been paid.

Until surrendered, each certificate that immediately prior to the Effective Time represented Wheels Shares will be deemed at any time after the Effective Time to, subject to certain exceptions, represent only the right to receive upon surrender the consideration to which the holder is entitled.

The Letter of Transmittal and Election Form contains complete instructions on how to exchange the certificate(s) representing Wheels Shares and how Wheels Shareholders will receive the consideration payable to them under the Arrangement. Wheels Shareholders should return properly completed documents, including the Letter of Transmittal and Election Form, to the Depositary. Wheels Shareholders with questions regarding the deposit of Wheels Shares should contact the Depositary by telephone at: 1 (866) 393-4891 (North American Toll Free). Further information with respect to the Depositary is set forth in the Letter of Transmittal and Election Form. In order to receive the consideration payable to them under the Arrangement as soon as possible after the closing of the Arrangement, Registered Shareholders should submit certificate(s) representing their Wheels Shares and the Letter of Transmittal and Election Form to the Depositary.

Registered Shareholders will not actually receive their consideration until the Arrangement is completed and they have returned their properly completed documents, including the Letter of Transmittal and Election Form and certificate(s) representing their Wheels Shares, to the Depositary.

In the event any certificate, which immediately before the Effective Time represented one or more outstanding Wheels Shares in respect of which the holder was entitled to receive the consideration pursuant to the Arrangement, is lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed and the provision of any other documentation as the Depositary may reasonably require, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the consideration to which such Registered Shareholder is entitled pursuant to the Arrangement. When authorizing such delivery of the consideration which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such cash is to be delivered shall give a bond satisfactory to the Purchaser and the Depositary in such sum as the Purchaser, and the Depositary may direct or otherwise indemnify the Purchaser and the Depositary in a manner satisfactory to each of them against any claim that may be made against the Purchaser or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed, and shall otherwise take such actions as may be required by the Purchaser and the Depositary.

Where a certificate representing Wheels Shares has been destroyed, lost or stolen, the Registered Shareholder of that certificate should immediately contact the Depositary, Equity Financial Trust Company, by telephone at: 1-(866) 393-4891 (North American Toll Free).

Non-Registered Shareholders

The exchange of Wheels Shares for the consideration pursuant to the Arrangement in respect of Non-Registered Shareholders is expected to be made with the Non-Registered Shareholder's broker, securities dealer, trust, corporation or other intermediary account through the procedures in place for such purposes between CDS and such Intermediaries. Non-Registered Shareholders should contact their Intermediary if they have any questions regarding

this process and to arrange for their Intermediary to complete the necessary steps to ensure that they receive payment for their Wheels Shares as soon as possible following completion of the Arrangement.

See "*The Arrangement – Principal Steps of the Arrangement*".

Limitation and Proscription

To the extent that a Former Wheels Shareholder has not complied with the provisions of the Arrangement described under the heading "*Procedure for Payment of Consideration – Exchange Procedure*" on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then such Former Wheels Shareholder's interest in the consideration which such Former Wheels Shareholder was entitled to receive shall be forfeited to the Purchaser as of such Final Proscription Date and the Former Wheels Shareholder will thereafter have no right to receive such consideration.

The foregoing information is a summary only. For further details of procedures, see the Plan of Arrangement attached as Appendix D to this Circular.

Withholding Rights

Wheels, the Purchaser, or the Depositary, as the case may be, shall be entitled to deduct and withhold from any amount or Radiant Shares (based on the Depositary's discretion) otherwise payable pursuant to the Plan of Arrangement to any holder of Wheels Shares, such amounts as are required to be deducted and withheld with respect to the making of such payment under the Tax Act, the Code, or any provision of local, state, provincial or foreign tax Law, in each case, as amended, or the administrative practice of the relevant Governmental Authority administering such Law. To the extent that amounts or Radiant Shares are so withheld, such withheld amounts shall be treated for all purposes of the Arrangement Agreement and the Plan of Arrangement as having been paid to the former holder of the Wheels Shares in respect of which such deduction and withholding was made, provided that such withheld amounts (or proceeds with the disposition of withheld Radiant Shares) are actually remitted to the appropriate taxing authority within the time required and in accordance with applicable Laws. Any withheld Radiant Shares may be liquidated to make required payments of withheld amounts.

THE ARRANGEMENT AGREEMENT

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following summary description of certain material provisions of the Arrangement Agreement is not comprehensive and is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which can be accessed under Wheels profile on SEDAR at www.sedar.com .

Representations and Warranties

The Arrangement Agreement contains customary representations and warranties made by each of Wheels, on the one hand, and Radiant and the Purchaser, on the other hand. Those representations and warranties were made solely for the purposes of the Arrangement Agreement and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating its terms. Moreover, some of the representations and warranties contained in the Arrangement Agreement are qualified by knowledge or by reference to a contractual standard of materiality (including a Material Adverse Effect) that is different from that generally applicable to public disclosure to Wheels Shareholders, or those standards used for the purpose of allocating risk between parties to an agreement. For the foregoing reasons, readers should not rely on the representations and warranties contained in the Arrangement Agreement as statements of factual information at the time they were made or otherwise. Wheels Shareholders may not directly enforce or rely upon the terms and conditions of the Arrangement Agreement.

The representations and warranties provided by Wheels in favour of Radiant and the Purchaser relate to, among other things: (a) organization and qualification; (b) authority relative to the Arrangement Agreement; (c) required approvals; (d) no violation of applicable Laws, constating documents or certain agreements, except with respect to the Senior Credit Facility and the BMOCP Facility; (e) capital structure of Wheels; (f) the absence of a shareholders' rights plan; (g) outstanding securities, ownership and organization of the Wheels Entities; (h) reporting issuer status and securities law matters; (i) financial statements; (j) internal controls and disclosure controls; (k) absence of

undisclosed liabilities; (l) absence of certain changes; (m) compliance with Laws; (n) permits; (o) status of litigation; (p) insolvency; (q) real property; (r) leased property; (s) operational matters; (t) taxes; (u) status of material contracts; (v) employment agreements and collective bargaining agreements; (w) employment and labour law matters; (x) acceleration of benefits; (y) pension and employee benefits; (z) intellectual property; (aa) environment law matters; (bb) insurance; (cc) relationship with customers, transport partners and sales personnel; (dd) non-arm's length transactions; (ff) absence of collateral benefits; (gg) corrupt practices legislation; (hh) export controls matters; (ii) financial advisors or brokers; (jj) fairness opinions; (kk) board of directors approval; and (ll) absence of contingent consideration.

The representations and warranties provided by Radiant and the Purchaser in favour of Wheels relate to, among other things: (a) organization and qualification; (b) outstanding capital and other securities of the Purchaser; (c) authority relative to the Arrangement Agreement; (d) required approvals; (e) no violation of applicable Laws, constating documents or certain agreements; (f) non-arm's length transactions; (g) status of material contracts; (h) employment agreements and collective bargaining agreements; (i) employment and labour law matters; (j) acceleration of benefits; (k) capitalization of Radiant; (l) subsidiaries of Radiant; (m) Share Consideration; (n) public disclosure record of Radiant and listing compliance; (o) financial statements of Radiant; (p) internal controls; (q) absence of undisclosed liabilities; (r) absence of certain changes; (s) compliance with Laws; (t) permits; (u) status of litigation; (v) insolvency; (w) operational matters; (x) taxes; (y) environmental law matters; (z) corrupt practices legislation; (aa) export controls; (bb) Investment Canada matters; (cc) insurance matters; (dd) relationships with customers and transport partners; (ee) commitment letter and sufficiency of funds; and (ff) sufficiency of working capital; (gg) pensions and employee benefits; (hh) voting requirements; (ii) financial advisors or brokers; (jj) competition law matters; and (kk) absence of intermediary transaction tax shelter.

The representations and warranties of the parties contained in the Arrangement Agreement will not survive the completion of the Arrangement and will expire and be terminated on the earlier of the Effective Time and the date on which the Arrangement Agreement is terminated in accordance with its terms.

Conditions Precedent

Mutual Conditions Precedent

The Arrangement Agreement provides that completion of the Arrangement is subject to the satisfaction or waiver of a number of conditions precedent, which may only be waived by mutual consent of the parties, including:

(a) approval of the Arrangement Resolution by Wheels Shareholders at the Meeting in accordance with the Interim Order and applicable Laws;

(b) the Interim Order and the Final Order each having been obtained in form and substance satisfactory to each of Wheels and the Purchaser, each acting reasonably, and not having been set aside or modified in a manner unacceptable to either Wheels or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) the required regulatory approvals will have been obtained or concluded or, in the case of waiting or suspensory periods, expired or been terminated;

(d) no applicable Law having been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes consummation of the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement as contemplated under the Arrangement Agreement; and

(e) the Arrangement Agreement not having been terminated in accordance with its terms.

Conditions Precedent in favour of Wheels

The Arrangement Agreement provides that Wheels' obligation to complete the Arrangement is also subject to the satisfaction, as applicable, or waiver of a number of additional conditions, each of which may only be waived by Wheels, including:

(a) each of the Purchaser and Radiant having complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties made by each of the Purchaser and Radiant in the Arrangement Agreement being true and correct, when made and on and as of the completion of the Arrangement with the same force and effect as if they had been made at the completion of the Arrangement (except to the extent such representations and warranties speak as of an earlier date or are affected by transactions contemplated or permitted by the Arrangement Agreement) except where the failure of such representations and warranties to be true and correct (read as though such representations and warranties omit exceptions for failures that do not have or result in a Material Adverse Effect), individually or in the aggregate, would not result in or would not reasonably be expected to result in a Material Adverse Effect in respect of the Purchaser, Radiant and/or Radiant's subsidiaries;

(c) from the date of Arrangement Agreement until the Effective Time, there will not have occurred a Material Adverse Effect on Radiant or Radiant's subsidiaries or any event, occurrence, circumstance or development that would reasonably be expected to have a Material Adverse Effect on Radiant or Radiant's subsidiaries;

(d) the Purchaser or Radiant will have deposited, or caused to be deposited with the Depositary, sufficient funds to effect payment in full of the aggregate cash consideration payable by the Purchaser under the Plan of Arrangement; and

(e) the Radiant Shares to be issued pursuant to the Plan of Arrangement shall have been approved for listing on the NYSE MKT, subject only to the satisfaction of the customary listing conditions of the NYSE MKT.

Conditions Precedent in favour of Radiant and the Purchaser

The Arrangement Agreement provides that the obligations of Radiant and the Purchaser to complete the Arrangement are also subject to the satisfaction or waiver of a number of additional conditions, each of which may only be waived by the Purchaser, including:

(a) Wheels will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;

(b) the representations and warranties made by Wheels in the Arrangement Agreement being true and correct, when made and on and as of the Arrangement with the same force and effect as if they had been made at the completion of the Arrangement (except to the extent such representations and warranties speak as of an earlier date or are affected by transactions contemplated or permitted by the Arrangement Agreement) except where the failure of such representations and warranties to be true and correct (read as though such representations and warranties omit exceptions for failures that do not have or result in a Material Adverse Effect), individually or in the aggregate, would not result or would not reasonably be expected to result in a Material Adverse Effect in respect of Wheels;

(c) the aggregate number of Wheels Shares held, directly or indirectly, by Wheels Shareholders who have properly exercised Dissent Rights in connection with the Arrangement shall not exceed 5% of the outstanding Wheels Shares;

(d) from the date of the Arrangement Agreement until the Effective Time, there will not have occurred a Material Adverse Effect on Wheels or any event, occurrence, circumstance or development that would reasonably be expected to have a Material Adverse Effect on Wheels;

(e) Doug Tozer will have executed an assignment in form satisfactory to the Purchaser assigning to Radiant or its nominee, as of the Effective Time, all of his rights, title and interest in the trademarks identified in the Trade-Mark License Agreement date June 15, 2006 (the "**Trade-Mark License**"), and the Trade-Mark License shall have been terminated in writing; and

(f) the termination agreements executed by the Company Founders simultaneously with the execution of the Arrangement Agreement pursuant to which, as of the Effective Time, the employment and consulting agreements of the Company Founders will terminate and the Company Founders have agreed to waive any rights or entitlements to severance, shall be in full force and effect and none of the Company Founders shall have terminated, retracted or breached such termination agreements.

Covenants

Each of Wheels and Radiant has agreed to certain covenants under the Arrangement Agreement, including customary negative and affirmative covenants relating to the operation of their respective businesses during the period prior to the Effective Date, and using commercially reasonable efforts to satisfy the conditions precedent to their respective obligations under the Arrangement Agreement.

Financing Commitment

Concurrently with the execution and delivery of the Arrangement Agreement, Radiant delivered to Wheels a copy of fully-executed commitment letters (collectively, the "**Commitment Letters**"), evidencing the commitments of Bank of America N.A., Integrated Private Debt Fund IV LP, Alcentra Capital Corporation and Triangle Capital Corporation (collectively, the "**Lenders**") to provide Radiant and the Purchaser with the Acquisition Financing, subject to the terms and conditions set forth therein. Radiant has represented to Wheels in the Arrangement Agreement that assuming the Acquisition Financing contemplated in the Commitment Letters is funded, the net proceeds contemplated by the Commitment Letters, together with other funds available to Radiant and the Purchaser, shall be sufficient for the Purchaser to pay at the Effective Time in full the aggregate cash portion of the consideration for the Wheels Shares and the aggregate amount payable pursuant to the Arrangement in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement and to pay all related fees and expenses for which the Purchaser or Radiant is responsible under the terms of the Arrangement Agreement.

Radiant has agreed to keep Wheels informed on a reasonably current basis in reasonable detail of the status of the Acquisition Financing and shall, in any event, promptly inform Wheels if it becomes aware at any time that all or any part of the Acquisition Financing contemplated by the Commitment Letters is reasonably likely to be unavailable to Radiant and/or the Purchaser at the Effective Time.

Pre-Acquisition Reorganization Covenant

Wheels agreed in the Arrangement Agreement that, upon request by the Purchaser and at the expense of the Purchaser, it will, and will cause the Wheels Entities to use its and their commercially reasonable efforts to effect each of the pre-closing reorganization steps as set out in the Arrangement Agreement and, provided that the Purchaser provides a request to Wheels at least 15 Business Days prior to the Meeting, such additional reasonable pre-closing reorganization steps the Purchaser may request, acting reasonably (the "**Pre-Acquisition Reorganization**"). The Purchaser has acknowledged and agreed that the Pre-Acquisition Reorganization will not:

(a) impede, delay or prevent completion of the Arrangement;

(b) in the opinion of Wheels, acting reasonably, prejudice the Wheels Shareholders in any material respect;

(c) require Wheels to obtain the approval of the Wheels Shareholders;

(d) be considered in determining whether a representation, warranty or covenant of Wheels thereunder has been breached, it being acknowledged by the Purchaser that actions taken pursuant to any Pre-Acquisition Reorganization could require the consent of third parties under applicable contracts and Governmental Authorities;

(e) require Wheels or any of the Wheels Entities to contravene any applicable Laws, their respective organizational documents or any material contract; or

(f) result in any taxes being imposed on, or any adverse tax or other consequences to, any securityholder of Wheels incrementally greater than the taxes or other consequences to such person in connection with the consummation of the Arrangement in the absence of any Pre-Acquisition Reorganization.

If the Arrangement is not completed, Radiant has agreed to: (a) reimburse Wheels and the Wheels Entities for all reasonable fees and expenses (including any professional fees and expenses) incurred by Wheels and/or the Wheels Entities in considering and effecting any Pre-Acquisition Reorganization; and (b) be responsible for any costs of Wheels and the Wheels Entities in reversing or unwinding any Pre-Acquisition Reorganization that was effected prior to the termination of the Arrangement Agreement in accordance with its terms. The obligation of Radiant to reimburse Wheels for fees and expenses and to be responsible for costs as set out in the Arrangement Agreement will be in addition to any other payment Radiant or the Purchaser may be obligated to make thereunder and will survive termination of the Arrangement Agreement.

Radiant has agreed to indemnify and save harmless Wheels and its subsidiaries from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties suffered or incurred by any of them in connection with or as a result of their co-operation or assistance with or participation in any Pre-Acquisition Reorganization.

Radiant and the Purchaser have acknowledged and agreed that the planning for and implementation of the Pre-Acquisition Reorganization shall not be considered a breach of any covenant under the Arrangement Agreement and shall not be considered in determining whether a representation or warranty of Wheels thereunder has been breached. Radiant, the Purchaser and Wheels shall work cooperatively and use reasonable commercial efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization and any post-closing reorganization.

Non-Solicitation Covenants

Except as expressly contemplated by the Arrangement Agreement or to the extent that the Purchaser has otherwise consented in writing, until the earlier of the Effective Time or the date, if any, on which the Arrangement Agreement is terminated, neither the Wheels Board nor Wheels shall, and Wheels shall cause the Wheels Entities and each of its and their respective Representatives to not, directly or indirectly through any other person:

(a) initiate, solicit, facilitate or encourage (including by way of furnishing or affording access to any non-public information), or take any other action that promotes or facilitates, directly or indirectly, any inquiries or the making of any proposal or offer with respect to an Acquisition Proposal or that may be reasonably expected to lead to a potential Acquisition Proposal;

(b) participate or engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, encourage or otherwise facilitate, any effort or attempt by any other person (other than the Purchaser and its affiliates) to make or complete an Acquisition Proposal;

(c) withdraw, modify, change or qualify, or publicly propose to withdraw, modify, change or qualify, in a manner adverse to the Purchaser or Radiant, the approval of the Wheels Board of the Arrangement Agreement, the Arrangement and the recommendation of the Wheels Board that the Wheels Shareholders vote in favour of the Arrangement Resolution;

(d) approve, recommend or remain neutral with respect to, or publicly propose to approve, recommend or remain neutral with respect to, any Acquisition Proposal; or

(e) accept or enter into, or publicly propose to accept or enter into, any letter of intent, memorandum of understanding, agreement in principle, agreement, arrangement or undertaking related to an Acquisition Proposal.

In addition, Wheels has agreed to:

(a) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with or involving any person (other than the Purchaser and its affiliates) with respect to any Acquisition Proposal or which could reasonably be expected to lead to an Acquisition Proposal; and

(b) not release any third party from any standstill agreement to which it is a party unless such party has made an Acquisition Proposal that the Wheels Board, after consultation with its financial advisors and outside legal counsel, has determined in good faith would be reasonably likely to result in a Superior Proposal, and request, within three Business Days, the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with Wheels relating to any potential Acquisition Proposal.

Right to Match

Notwithstanding anything in the Arrangement Agreement, if Wheels or a Wheels Entity receives a written Acquisition Proposal that did not result from a breach of the non-solicitation provisions of the Arrangement Agreement by Wheels or a Wheels Entity, Wheels and its Representatives may:

(a) contact the person making such Acquisition Proposal and its Representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is, or could reasonably be expected to lead to, a Superior Proposal; and

(b) if the Wheels Board determines in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal is, or could reasonably be expected to lead to, a Superior Proposal and that the failure to take the relevant action would conflict with its fiduciary duties, Wheels, Wheels Entities and their Representatives may:

(i) furnish information with respect to Wheels and the Wheels Entities to the person making such Acquisition Proposal and its Representatives provided that (1) Wheels first enters into a confidentiality agreement with such person that is no less favourable to Wheels than the Non-Disclosure Agreement (as defined in the Arrangement Agreement); and (2) Wheels promptly provides to the Purchaser any material non-public information concerning Wheels or Wheels Entities that is provided to such person which was not previously provided to the Purchaser, Radiant or their respective Representative; and

(ii) engage in discussions and negotiations with respect to the Acquisition Proposal with the person making such Acquisition Proposal and its Representatives.

Notwithstanding any provision in the Arrangement Agreement, Wheels may, at any time after the date of the Arrangement Agreement and prior to the Meeting, terminate the Arrangement Agreement and accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal if and only if:

(a) such Acquisition Proposal did not result from a breach of the non-solicitation provisions of the Arrangement Agreement and Wheels has complied with the other terms of the Arrangement Agreement pertaining to the Right to Match described below;

(b) the Wheels Board has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal and that the failure to take the relevant action would be inconsistent with its fiduciary duties;

(c) Wheels has (A) given written notice to the Purchaser of the determination of the Wheels Board that such Acquisition Proposal constitutes a Superior Proposal and that the Wheels Board intends to withdraw, modify, qualify or change in a manner adverse to the Purchaser or Radiant its approval or recommendation of the Arrangement (including the recommendation that the Wheels Shareholders vote in favour of the Arrangement Resolution) (the "**Superior Proposal Notice**") and (B) provided the Purchaser with a copy of the document containing such Acquisition Proposal;

(d) a period of least five full Business Days (such five Business Day Period, the "**Right to Match Period**") shall have elapsed from the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received a copy of the documents referred to in subparagraph (c) above;

(e) if the Purchaser and Radiant have offered to amend the terms of the Arrangement Agreement and the Arrangement during the Right to Match Period, the Wheels Board has determined, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to be a Superior Proposal when assessed against the Arrangement Agreement and the Arrangement as they are proposed to be amended as at the termination of the Right to Match Period; and

(f) Wheels terminates the Arrangement Agreement pursuant to provisions described below under the heading "Termination" and pays the Termination Fee to the Purchaser.

During the Right to Match Period, the Purchaser and Radiant will have the opportunity, but not the obligation, to offer to amend the terms of the Arrangement Agreement and the Arrangement. Wheels has agreed that, if requested by the Purchaser, it will negotiate with the Purchaser and Radiant in good faith to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable it to proceed with the transactions contemplated thereby on such amended terms. The Wheels Board will review in good faith any such offer made by the Purchaser and Radiant to amend the terms of the Arrangement Agreement and the Arrangement in order to determine, as part of exercising its fiduciary duties, and in consultation with its financial advisors and outside legal counsel, whether such offer to amend the terms of the Arrangement Agreement and the Arrangement would, upon its acceptance, result in the applicable Acquisition Proposal ceasing to be a Superior Proposal when assessed against the Arrangement Agreement and the Arrangement as they are proposed to be amended as at the termination of the Right to Match Period. If the Wheels Board determines that the applicable Acquisition Proposal would cease to be a Superior Proposal when assessed against the Arrangement Agreement and the Arrangement as they are proposed to be amended as at the termination of the Right to Match Period, Wheels has agreed to advise the Purchaser and Radiant and will promptly thereafter accept the offer by the Purchaser and Radiant to amend the terms of the Arrangement Agreement and the Arrangement and the parties have agreed to take such actions and execute such documents as are necessary to give effect to the foregoing.

Termination

The Arrangement Agreement (other than certain specified terms which survive) may be terminated at any time before the Effective Time:

(a) by mutual agreement in writing executed by Wheels and the Purchaser;

(b) by either Wheels or Radiant if:

(i) any condition precedent to its obligations has not been satisfied on or before the Outside Date, except that the right to terminate the Arrangement Agreement pursuant to this subparagraph (b)(i) shall not be available to (1) the Purchaser if the Purchaser's and/or Radiant's failure to fulfill any of its obligations has been the cause of or resulted in the failure of such condition to be satisfied by such date, or (2) Wheels if Wheels' failure to fulfill any of its obligations has been the cause of or resulted in, the failure of such condition to be satisfied by such date;

(ii) the Meeting is held and the Arrangement Resolution is not approved by the Wheels Shareholders in accordance with applicable Laws and the Interim Order;

(iii) any Law makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such Law has become final and non-appealable; or

(iv) Notwithstanding any provision in the Arrangement Agreement, if the Acquisition Financing or any Alternative Financing is not available to complete the Arrangement in sufficient amounts to effect payment of the aggregate consideration payable by the Purchaser under the Plan of Arrangement, Company Transaction Expense and Purchaser Transaction Expenses; provided however, that Wheels cannot terminate the Arrangement Agreement if the required Acquisition Financing or Alternative Financing is not available as a result of: (1) Wheels not complying in all material respects with its obligations, covenants and agreements in the Arrangement Agreement; (2) Wheels having breached a representation or warranty resulting in, or that would reasonably expected to result in, a Material Adverse Effect on Wheels; or (3) any Lender's determination not to provide financing principally as a result of such Lender's determination that there has been a Material Adverse Effect in respect of Wheels. The parties have acknowledged that: (A) Radiant may exercise its right to terminate, subject to provisions in the Arrangement Agreement, the Arrangement at any time following the date thereof, and (B) Wheels may exercise its right to terminate the Arrangement Agreement on the date that is one Business Day immediately prior to the Outside Date.

(c) by Radiant if:

(i) (A) the Wheels Board fails to publicly make a recommendation that the Wheels Shareholders vote in favour of the Arrangement Resolution or withdraws, modifies, changes or qualifies in a manner adverse to the Purchaser and Radiant its approval or recommendation of the Arrangement, (B) the Purchaser requests that the Wheels Board reaffirm its recommendation that the Wheels Shareholders vote in favour of the Arrangement Resolution and the Wheels Board shall not have done so within six Business Days following receipt of such request, (C) the Wheels Board accepts, approves, endorses or recommends any Acquisition Proposal (other than a proposal from Radiant or its affiliates), (D) Wheels enters into an agreement in respect of any Acquisition Proposal other than with Radiant or its affiliates (with the exception of a confidentiality and standstill agreement) or (E) Wheels or the Wheels Board publicly proposes or announces its intention to do any of the foregoing (each of the foregoing, a "**Change in Recommendation**");

(ii) Wheels breaches the non-solicitation provision of the Arrangement Agreement described under the Section entitled "*The Arrangement Agreement – Non-Solicitation Covenants*" above or to solicit proxies of Wheels Shareholders pursuant to the provisions of the Arrangement Agreement;

(iii) subject to compliance with the Arrangement Agreement, Wheels breaches any of its representations, or warranties contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in the conditions precedent in favour of Radiant and the Purchaser not to be satisfied, provided, however, that the Radiant and/or the Purchaser is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in the conditions precedent provisions in favour of Wheels not to be satisfied; or

(iv) subject to compliance with the Arrangement Agreement, Wheels breaches any of its covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in conditions precedent in favour of the Purchaser and Radiant not to be satisfied, provided, however, that the Purchaser and/or Radiant is

not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent in favour of Wheels not to be satisfied.

(d) By Wheels:

(i) in order to enter into a written agreement with respect to a Superior Proposal, subject to compliance with the Right to Match provisions and the payment of the Termination Fee pursuant to Arrangement Agreement;

(ii) subject to compliance with certain notice and cure provisions set forth in the Arrangement Agreement, if the Purchaser or Radiant breaches any of its representations or warranties contained in the Arrangement Agreement, which breach would cause any of the conditions precedent in favour of Wheels not to be satisfied, provided, however, that Wheels is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent in favour of the Purchaser and Radiant not to be satisfied;

(iii) subject to compliance with certain notice and cure provisions set forth in the Arrangement Agreement, if Radiant or the Purchaser breaches any of its covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions precedent in favour of Wheels not to be satisfied, provided, however, that Wheels is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent in favour of Radiant and the Purchaser not to be satisfied; or

(iv) if Radiant is unable to obtain approval, if required, of the Radiant Shares to be issued pursuant to Section 3.1(c) of the Plan of Arrangement for listing on the NYSE MKT, subject to the satisfaction of the customary listing conditions of the NYSE MKT by the Outside Date or has advised Wheels in writing that it will not be able to obtain such approval on or before the Outside Date.

Termination Fee and Expense Reimbursement

Provided that neither Radiant nor the Purchaser is in breach of or has failed to perform any of its representations, warranties, covenants or agreements set forth in the Arrangement Agreement, where such breach or failure would render Radiant and the Purchaser incapable of consummating the transactions contemplated by the Arrangement Agreement:

(a) Wheels must pay the Termination Fee to Radiant if:

(i) either Wheels or the Purchaser terminates the Arrangement Agreement because the Meeting is held and the Arrangement Resolution is not approved by the Wheels Shareholders in accordance with applicable Laws and the Interim Order and if (A) an Acquisition Proposal shall have been made public or proposed publicly to Wheels or the Wheels Shareholders prior to the Meeting and (B) Wheels or Wheels Entities shall have (x) closed the transaction contemplated by completed any Acquisition Proposal within one year after the Arrangement Agreement is terminated or (y) entered into an Acquisition Agreement in respect of any Acquisition Proposal within one year after the Arrangement Agreement is terminated;

(ii) the Purchaser terminates the Arrangement Agreement as a result of:

(A) the Wheels Board making a Change in Recommendation;

(B) Wheels breaches the provisions described under the heading "*The Arrangement Agreement – Non-Solicitation Covenants*" above or fails to solicit proxies of Wheels Shareholders in respect of the Meeting pursuant to the provisions of the Arrangement Agreement; or

(iii) Wheels terminates the Arrangement Agreement in order to enter into a written agreement with respect to a Superior Proposal.

(b) Wheels must reimburse the Purchaser for all of the Purchaser Transaction Expenses up to a cap of US$ 1,000,000 if the Arrangement Agreement is terminated by the Purchaser as a result of a breach of any covenant or agreement by Wheels contained within the Arrangement Agreement.

Provided that Wheels is not in breach of or has failed to perform any of its representations, warranties, covenants or agreements set forth in the Arrangement Agreement, where such breach or failure would render Wheels incapable of consummating the transactions contemplated by the Arrangement Agreement, Radiant must reimburse Wheels for all of the Company Transaction Expenses up to a cap of US$ 1,000,000 if Wheels terminates the Arrangement Agreement as a result of Radiant or the Purchaser's breach of any of its covenants or agreements that would cause any of the conditions precedent in favour of Wheels not to be satisfied.

In addition, if the Arrangement Agreement is terminated by either Wheels or Radiant as a result of Acquisition Financing or any Alternative Financing not being available to complete the Arrangement in sufficient amounts to effect payment of the aggregate consideration payable by the Purchaser under the Plan of Arrangement, Company Transaction Expenses or Purchaser Transaction Expenses, Radiant must reimburse Wheels for all Company Transaction Expenses up to a cap of US$ 1,000,000, unless:

(a) Wheels has failed to comply in all material respects with its obligations, covenants and agreements set forth in the Arrangement Agreement;

(b) Wheels is in breach of any of its representations or warranties resulting in, or would be reasonably expected to result in, a Material Adverse Effect on Wheels; or

(c) any Lender's determination not to provide financing principally as a result of the such Lender's determination that there has been a Material Adverse Effect in respect of Wheels.

Reimbursement of Excess Company Transaction Costs

As a condition to Radiant and the Purchaser entering into the Arrangement Agreement, certain of the Locked-up Shareholders agree to reimburse Wheels if the Company Transaction Expenses exceed CDN$5,188,000.

Amendment

Subject to certain limitations contained therein, the Arrangement Agreement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended by written agreement of the parties without, subject to applicable laws, further notice to or authorization on the part of the Wheels Shareholders, and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties;

(b) waive any inaccuracies or modify any representation, warranty, term or provision contained in the Arrangement Agreement or in any document delivered pursuant thereto; or

(c) waive compliance with or modify any of the conditions precedent therein contained or any of the covenants therein or waive or modify performance of any of the obligations of the parties.

Waiver

Any party may: (i) waive, in whole or in part, any inaccuracy of, or consent to the modification of, any representation or warranty made to it in the Arrangement Agreement or in any document to be delivered pursuant to the Arrangement Agreement; (ii) extend the time for the performance of any of the obligations or acts of the other party; (iii) waive or consent to the modification of any of the covenants in the Arrangement Agreement for its benefit or waive or consent to the modification of any of the obligations of the other party; or (iv) waive the fulfilment of any condition of its own obligations contained in the Arrangement Agreement

RISK FACTORS

In assessing the Arrangement, Wheels Shareholders should carefully consider the risks described in the Wheels AIF, a copy of which is filed on Wheels' issuer profile on SEDAR at www.sedar.com. Additional risks and uncertainties, including those currently unknown to or considered to be not material by Wheels, may also adversely affect the business of Wheels. The Arrangement is subject to certain risks including those set out below. For information on risks and uncertainties with respect to Radiant and the Purchaser, see "*Risk Factors*" in Appendix G.

Risks Relating to the Arrangement

Level of Shareholder Approval Required.

Since the Arrangement constitutes a "business combination" under MI 61-101, to be effective, the Arrangement Resolution must be approved by a majority of the votes cast by Non-Excluded Shareholders in person or represented by proxy at the Meeting. This approval is in addition to the requirement that the Arrangement Resolution be approved by not less than 66⅔% of the votes cast by Wheels Shareholders present in person or represented by proxy at the Meeting. Although the Locked-up Shareholders, who hold approximately 77.7% of the outstanding Wheels Shares, have agreed to vote in favour of the Arrangement Resolution, there can be no certainty, nor can Wheels provide any assurance, that the requisite Wheels Shareholder approval of the Arrangement Resolution will be obtained. If such approval is not obtained and the Arrangement is not completed, the market price of the Wheels Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Wheels Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the consideration to be paid by Radiant pursuant to the Arrangement.

There can be no certainty that all conditions precedent to the Arrangement will be satisfied.

The completion of the Arrangement is subject to a number of conditions precedent, certain of which are outside the control of Wheels, including, among other things, receipt of the Final Order and Dissent Rights not being exercised with respect to more than 5% of the issued and outstanding Wheels Shares. There can be no certainty, nor can Wheels provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied.

If the Arrangement is not completed, the market price of the Wheels Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the Wheels Board decides to seek another merger or arrangement, there can be no assurance that it will be able to find a party willing to pay an equivalent or more attractive price than the consideration to be paid pursuant to the Arrangement.

There can be no certainty that the Purchaser will have sufficient funds to complete the Arrangement.

Radiant does not independently have the funds necessary to complete the Arrangement absent third-party financing. Radiant has entered into Commitment Letters pursuant to which the Lenders have agreed, subject to the conditions set out in the Commitment Letters, to provide the Purchaser with the Acquisition Financing. If any of the conditions to the Acquisition Financing set out in the Commitment Letters are not satisfied and a Lender decides to terminate the applicable Commitment Letter, the Acquisition Financing will not be available and there is no guarantee that alternative financing will be obtained by the Purchaser to enable it to complete the Arrangement. Copies of the Commitment Letters are included as exhibits to Radiant's Current Report on Form 8-K, which report is available at www.sec.gov and under Wheels' issuer profile on SEDAR at www.sedar.com.

The Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect on Wheels.

Each of Wheels, Radiant and the Purchaser has the right to terminate the Arrangement Agreement and the Arrangement in certain circumstances. Accordingly, there is no certainty, nor can Wheels provide any assurance, that the Arrangement Agreement will not be terminated by either Wheels, Radiant or the Purchaser before the completion of the Arrangement. For example, Radiant has the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that have a Material Adverse Effect on Wheels. Although a Material

Adverse Effect excludes certain events that are beyond the control of Wheels (such as but not limited to changes in general economic, securities, financial, banking or currency exchange markets), there is no assurance that a change having a Material Adverse Effect on Wheels will not occur before the Effective Date, in which case Radiant could elect to terminate the Arrangement Agreement and the Arrangement would not proceed.

Wheels will incur costs and may have to pay a Termination Fee or reimburse the Purchaser's transaction costs.

Certain costs related to the Arrangement, such as legal, accounting and certain financial advisory fees, must be paid by Wheels even if the Arrangement is not completed. Subject to the terms of the Expense Reimbursement Agreement, Wheels, Radiant and the Purchaser are each liable for their own costs incurred in connection with the Arrangement if it is completed. If the Arrangement is not completed, Wheels may be required in certain circumstances to pay the Purchaser the Termination Fee and/or the Expense Reimbursement Amount. See "*The Arrangement Agreement – Termination*".

The Arrangement Agreement may be terminated in certain circumstances.

Each of Wheels, Radiant and the Purchaser has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can Wheels provide any assurance, that the Arrangement Agreement will not be terminated by either Wheels, Radiant or the Purchaser before the completion of the Arrangement. See "*The Arrangement Agreement – Termination*".

Application of Interim Operating Covenants.

Pursuant to the Arrangement Agreement, Wheels has agreed to certain interim operating covenants intended to ensure that Wheels carries on business in the ordinary course of business consistent with past practice, except as required or expressly authorized by the Arrangement Agreement. These operating covenants cover a broad range of activities and business practices. Consequently, it is possible that a business opportunity will arise that is out of the ordinary course or is not consistent with past practices, and that Wheels will not be able to pursue or undertake the opportunity due to its covenants in the Arrangement Agreement.

Wheels' directors and officers may have interests in the Arrangement that are different from those of the Wheels Shareholders.

In considering the recommendation of the Special Committee and the Wheels Board to vote in favour of the Arrangement Resolution, Wheels Shareholders should be aware that certain directors and officers of Wheels may have agreements or arrangements that provide them with interests in the Arrangement that differ from, or are in addition to, those of Wheels Shareholders, generally. See "*The Arrangement – Interests of Certain Persons in the Arrangement*" and "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*".

Because the market price of the Radiant Shares and the Wheels Shares will fluctuate and the exchange ratio is fixed, Wheels Shareholders cannot be certain of the market value of the Radiant Shares they may receive for their Wheels Shares under the Arrangement.

The exchange ratio between Wheels Shares and Radiant Shares comprising the Share Consideration, on a per-share basis, is fixed at 0.151384 Radiant Shares for each Wheels Share and will not increase or decrease due to fluctuations in the market price of Radiant Shares or Wheels Shares. The market price of Radiant Shares or Wheels Shares could each fluctuate significantly prior to the Effective Date in response to various factors and events, including, without limitation, the differences between Radiant's and Wheels' actual financial or operating results and those expected by investors and analysts, changes in analysts' projections or recommendations, changes in general economic or market conditions, and broad market fluctuations. As a result of such fluctuations, historical market prices are not indicative of future market prices or the market value of the Radiant Shares that holders of Wheels Shares may receive on the Effective Date. There can be no assurance that the market value of the Radiant Shares that the holders of Wheels Shares may receive on the Effective Date will equal or exceed the market value of the Wheels Shares held by such Shareholders prior to the Effective Date. In addition, the trading price of the Radiant Shares may decline following the completion of the Arrangement.

Failure to complete the Arrangement could negatively impact the market price of the Wheels Shares.

The Arrangement is subject to certain conditions that may be outside the control of Wheels, including, without limitation, the receipt of the Final Order and certain regulatory approvals. There can be no certainty that these conditions will be satisfied or, if satisfied, when they will be satisfied. If the Arrangement is not completed and the Wheels Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party willing to pay consideration for the Wheels Shares that is equivalent to, or more attractive than, the consideration payable pursuant to the Arrangement.

Radiant and Wheels may not integrate successfully.

If approved, the Arrangement will involve the integration of companies that previously operated independently. As a result, the Arrangement will present challenges to management, including the integration of the operations, systems and personnel of the two companies, and special risks, including possible unanticipated liabilities, unanticipated costs, diversion of management's attention and the loss of key employees. The difficulties management encounters in the transition and integration process could have an adverse effect on the revenues, level of expenses and operating results of the combined company. As a result of these factors, it is possible that any benefits expected from the combination will not be realized.

Uncertainty surrounding the Arrangement could adversely affect Wheels' retention of customers, suppliers and personnel and could negatively impact Wheels' future business and operations.

Because the Arrangement is dependent upon satisfaction of certain conditions, its completion is subject to uncertainty. In response to this uncertainty, Wheels' customers and suppliers may delay or defer decisions concerning Wheels. Any delay or deferral of those decisions by customers and suppliers could have an adverse effect on the business and operations of Wheels, regardless of whether the Arrangement is ultimately completed.

INFORMATION CONCERNING WHEELS

General

Wheels is a publicly traded company that is a leading North American 3PL, supply chain logistics provider. As a non-asset provider, Wheels develops advanced supply chain solutions delivered through its qualified partner network of over 6,000 truck, rail, air and ocean carriers. Wheels serves consumer goods, food and beverage, manufacturing and retail clients through 26 offices throughout the US and Canada. The registered office of Wheels is located at 5090 Orbitor Drive, Mississauga, Ontario L4W 5B5.

Further information regarding the business of Wheels, its assets and its operations can be found in the Wheels AIF and other documents referenced herein and filed under Wheels' issuer profile on SEDAR at www.sedar.com.

Description of Share Capital

The authorized share capital of Wheels comprises an unlimited number of Wheels Shares and an unlimited number of preferred shares issuable in series, of which 7,426,590 have been designated as Series 1A Convertible Preference Shares. All of the outstanding Series 1A Preference Shares were redeemed and cancelled by the Company effective as of January 16, 2015. As at February 20, 2015 there were 89,556,568 Wheels Shares issued and outstanding and 7,430,730 Wheels Shares reserved for issuance upon the exercise of outstanding Wheels Options.

Trading in Wheels Securities

Wheels Shares

The Wheels Shares have been listed and posted for trading on the TSXV under the symbol "WGI" since December 31, 2011. The following table sets forth the price range and trading volume for the Wheels Shares on the TSXV for the periods listed below:

Date	High (CDN$)	Low (CDN$)	Total Volume (Wheels Shares)
February 1-20, 2015	0.91	0.80	918,854
January 2015	0.92	0.56	3,455,856
December 2014	0.65	0.5	74,781
November 2014	0.65	0.53	155,651
October 2014	0.65	0.56	30,315
September 2014	0.7	0.55	83,349
August 2014	0.8	0.63	49,850
July 2014	0.85	0.7	52,457
June 2014	0.87	0.75	383,016
May 2014	0.9	0.75	37,383
April 2014	0.95	0.71	184,700
March 2014	0.87	0.73	74,892
February 2014	0.84	0.72	55,937
January 2014	0.85	0.75	178,638
December 2013	0.87	0.78	84,599
November 2013	0.98	0.79	108,511
October 2013	1.1	0.86	460,531
September 2013	0.9	0.8	1,734,765
August 2013	0.99	0.79	174,507
July 2013	0.97	0.71	102,695
June 2013	1.04	0.78	337,762
May 2013	0.91	0.6	271,578
April 2013	0.79	0.6	636,473
March 2013	0.84	0.7	198,727
February 2013	0.9	0.7	300,446
January 2013	0.91	0.62	206,787

On January 19, 2015, the last trading day on which the Wheels Shares traded prior to Wheels' announcement that it had entered into the Arrangement Agreement, the closing price of the Wheels Shares on the TSXV was CDN$0.57.

The table above provides trading details regarding trades in Wheels Shares made through the facilities of the TSXV and is not indicative of any trades of Wheels Shares made through any platform or exchange other than the TSXV.

Intentions With Respect to the Arrangement

Pursuant to the Lock-up Agreements, each director and officer of Wheels that is a party to the Lock-up Agreements has agreed to vote all of their Wheels Shares (including any Wheels Shares issued upon the exercise of any Wheels Options) held by him or her in favour of the Arrangement Resolution. See "*The Arrangement – Support and Lock-up Agreements*".

Commitments to Acquire Securities of Wheels

To the knowledge of the directors and officers of Wheels and except as publicly disclosed or otherwise described in this Circular, there are no agreements, commitments or understandings between Wheels and any of its directors, officers or insiders, to acquire securities of Wheels.

Material Changes in the Affairs of Wheels

To the knowledge of the directors and officers of Wheels and except as publicly disclosed or otherwise described in this Circular, there are no plans or proposals for material changes in the affairs of Wheels.

Previous Purchases and Sales of Securities

Excluding existing convertible securities or the exercise of Wheels Options pursuant to the Wheels Option Plan, Wheels has not issued any Wheels Shares or securities convertible into Wheels Shares, within the 12 months prior to the date hereof.

Dividend Policy

No dividends on the Wheels Shares have been paid to date. Wheels does not anticipate paying dividends on the Wheels Shares in the foreseeable future. Payment of any future dividends will be at the discretion of the Wheels Board after taking into account many factors, including Wheels' financial condition and anticipated cash needs. Further, payment of any future dividends prior to the Effective Time is restricted by the terms of the Arrangement Agreement without the Purchaser's prior written consent.

Indebtedness of Directors and Officers

None of Wheels' directors, Executive Officers or employees or former directors, Executive Officers or employees is indebted to Wheels.

Expenses

The estimated fees, costs and expenses of Wheels in connection with the Arrangement are, approximately, CDN$5,200,000 which includes, without limitation, fees, costs and expenses with respect to the Fairness Opinion, payments and expenses in connection with a successful Transaction, penalties or other payments required to be paid in connection with the termination of the Senior Credit Facility and the BMOCP Facility, legal services and printing and mailing matters.

INFORMATION CONCERNING THE PURCHASER

The Purchaser is a wholly-owned subsidiary of Radiant, which is a publicly-traded Delaware corporation. The Purchaser's address is 405 114th Avenue, S.E. Bellevue, WA 98004-6475. For information regarding the Purchaser, please see Appendix G.

INFORMATION CONCERNING RADIANT

Radiant is a publicly-traded Delaware corporation. Radiant trades on the NYSE MKT under the symbol "RLGT". Radiant's address is 405 114th Avenue, S.E. Bellevue, WA 98004-6475. For information regarding Radiant, please see Appendix G.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations relating to the Arrangement under the Tax Act that generally apply to Wheels Shareholders who, for purposes of the Tax Act, and at all relevant times, hold their Wheels Shares, and will hold their Radiant Shares, as capital property and deal at arm's length with, and are not affiliated with, Wheels and Radiant.

This summary does not apply to: (i) a Wheels Shareholder with respect to whom Radiant is or will be a "foreign affiliate" within the meaning of the Tax Act; (ii) a Wheels Shareholder that is a "financial institution" for the purposes of the mark-to-market rules in the Tax Act; (iii) a Wheels Shareholder an interest in which is a "tax shelter investment" as defined in the Tax Act; (iv) a Wheels Shareholder that is a "specified financial institution" as defined in the Tax Act; (v) a Wheels Shareholder who has made a "functional currency" election under Section 261 of the Tax Act; (vi) a Wheels Shareholder who received Wheels Shares upon exercise of a stock option, (vii) a holder of an Option who receives the Option Consideration in accordance with the Arrangement; or (viii) a Wheels Shareholder who, alone or together with persons with whom the holder does not deal at arm's length for purposes of the Tax Act or any partnership or trust of which such holder or such person is a member or beneficiary, will hold more than 10% of the issued and outstanding Radiant Shares at any time following the Arrangement. Any such Wheels Shareholder should consult its own tax advisor with respect to the Arrangement.

Wheels Shares and Radiant Shares will generally be considered to be capital property unless such securities are held in the course of carrying on a business of trading or dealing in securities, or were acquired in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Wheels Shareholders who are residents of Canada for purposes of the Tax Act and whose Wheels Shares might not otherwise qualify as capital property may be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Wheels Shares, and every "Canadian security" (as defined in the Tax Act) owned by such Wheels Shareholder in the taxation year of the election and in all subsequent taxation years deemed to be capital property. Radiant Shares will not constitute Canadian securities for the purposes of this election. Wheels Shareholders who do not hold their Wheels Shares as capital property or who will not hold their Radiant Shares as capital property should consult their own tax advisors regarding their particular circumstances.

This summary is based on the facts set out in this document, the current provisions of the Tax Act and the regulations thereunder and Wheels' understanding of the published administrative policies and assessing practices of the CRA publicly available prior to the date of this document. This summary takes into account all proposed amendments to the Tax Act and the regulations thereunder that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof ("**Proposed Amendments**") and assumes that such Proposed Amendments will be enacted substantially as proposed. However, no assurance can be given that such Proposed Amendments will be enacted in the form proposed, or at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement and/or the holding of Radiant Shares. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in law or any changes in the CRA's administrative policies and assessing practices, whether by judicial, governmental or legislative action or decision, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ from the Canadian federal income tax considerations described herein.

This summary is of a general nature only and is not intended to be, and should not be construed to be, legal, business or tax advice to any particular Wheels Shareholder. Wheels Shareholders should consult their own tax advisors as to the tax consequences to them of the Arrangement and the holding of Radiant Shares.

For purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of securities (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars. Amounts denominated in U.S. dollars must be converted into Canadian dollars generally based on the Bank of Canada noon spot exchange rate on the date such amounts arise or such other rate of exchange as is acceptable to the Minister of National Revenue (Canada).

Wheels Shareholders Resident in Canada

The following Section of the summary is generally applicable to a Wheels Shareholder who, for purposes of the Tax Act and any applicable income tax treaty, is or is deemed to be a resident of Canada at all relevant times (a "**Resident Holder**").

Transfer of Wheels Shares for Cash Consideration, Share Consideration or Combined Consideration

A Resident Holder who transfers some or all of its Wheels Shares under the Arrangement for Cash Consideration, Share Consideration or Combined Consideration will be considered to have disposed of such Wheels Shares for proceeds of disposition equal to the sum of (i) any Cash Consideration received by such Resident Holder on the transfer (including cash received in lieu of fractional shares) and (ii) the Fair Market Value at the time specified in the Arrangement of any Radiant Shares acquired by such Resident Holder on the transfer. As a result, the Resident Holder will generally realize a capital gain (or a capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of such Wheels Shares .

For a description of the tax treatment of capital gains and losses, see "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Taxation of Capital Gains or Capital Losses*" below.

The cost to a Resident Holder of Radiant Shares acquired on the transfer will be equal to the Fair Market Value of the Radiant Shares at the time specified in the Arrangement, and will generally be averaged with the adjusted cost base of any other Radiant Shares held at that time by the Resident Holder as capital property for the purposes of determining the holder's adjusted cost base of such Radiant Shares.

Dividends on Radiant Shares

A Resident Holder will be required to include in computing such Resident Holder's income for a taxation year the amount of dividends, if any, received on Radiant Shares. Dividends received on Radiant Shares by a Resident Holder who is an individual will not be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to taxable dividends received from taxable Canadian corporations. A Resident Holder that is a corporation will not be entitled to deduct the amount of such dividends in computing its taxable income.

A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay a refundable tax of 6⅔% on its "aggregate investment income" (as defined in the Tax Act), including any dividends that are not deductible in computing taxable income.

Acquisition and Disposition of Radiant Shares

A disposition or deemed disposition of Radiant Shares by a Resident Holder will generally result in a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the Radiant Shares immediately before the disposition. For a general description of the tax treatment of capital gains and losses, see "*Certain Canadian Federal Income Tax Considerations – Wheels Shareholders Resident in Canada – Taxation of Capital Gains or Capital Losses*" below.

Taxation of Capital Gains or Capital Losses

Generally, one-half of any capital gain (a "**taxable capital gain**") realized by a Resident Holder in a taxation year must be included in the Resident Holder's income for the year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Resident Holder in a taxation year must be deducted from taxable capital gains realized by the holder in that year (subject to and in accordance with rules contained in the Tax Act). Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent

taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

A Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay a refundable tax of 6⅔% on its "aggregate investment income" (as defined in the Tax Act), including any taxable capital gains.

If the Resident Holder of a Wheels Share is a corporation, the amount of any capital loss realized on a disposition or deemed disposition of such share may be reduced by the amount of dividends received or deemed to have been received by it on such share (and in certain circumstances a share exchanged for such share) to the extent and under circumstances prescribed by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns such shares or where a trust or partnership of which a corporation is a beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns any such shares.

Holders to whom these rules may be relevant should consult their own tax advisors.

Foreign Property Information Reporting

A Resident Holder that is a "specified Canadian entity" (as defined in the Tax Act) for a taxation year or a fiscal period and whose total "cost amount" of "specified foreign property" (as such terms are defined in the Tax Act), including Radiant Shares, at any time in the year or fiscal period exceeds CDN$100,000 will be required to file an information return for the year or period disclosing prescribed information. Subject to certain exceptions, a Resident Holder generally will be a specified Canadian entity. Resident Holders should consult their own tax advisors regarding these rules.

Offshore Investment Fund Property

The Tax Act contains rules which may require a taxpayer to include in income in each taxation year an amount in respect of the holding of an "offshore investment fund property". These rules could apply to a Resident Holder in respect of a Radiant Share if two conditions are both satisfied.

The first condition for such rules to apply is that the value of the Radiant Share may reasonably be considered to be derived, directly or indirectly, primarily from portfolio investments in: (i) shares of one or more corporations; (ii) indebtedness or annuities; (iii) interests in one or more corporations, trusts, partnerships, organizations, funds or entities; (iv) commodities; (v) real estate; (vi) Canadian or foreign resource properties; (vii) currency of a country other than Canada; (viii) rights or options to acquire or dispose of any of the foregoing; or (ix) any combination of the foregoing ("**Investment Assets**").

The second condition for such rules to apply to a Resident Holder is that it must be reasonable to conclude that one of the main reasons for the Resident Holder acquiring or holding a Radiant Share was to derive a benefit from portfolio investments in Investment Assets in such a manner that the taxes, if any, on the income, profits and gains from such Investment Assets for any particular year are significantly less than the tax that would have been applicable under Part I of the Tax Act had the income, profits and gains been earned directly by the Resident Holder.

If applicable, these rules would generally require a Resident Holder to include in income for each taxation year in which the Resident Holder owns a Radiant Share (i) an imputed return for the taxation year computed on a monthly basis and determined by multiplying the Resident Holder's "designated cost" (as defined in the Tax Act) of the Radiant Share at the end of the month by 1/12th of the applicable prescribed rate for the period that includes such month, less (ii) the Resident Holder's income for the year (other than a capital gain) from the Radiant Share determined without reference to these rules. Any amount required to be included in computing a Resident Holder's income under these provisions will be added to the adjusted cost base to the Resident Holder of its Radiant Share.

The application of these rules depends, in part, on the reasons for a Resident Holder acquiring or holding Radiant Shares. Resident Holders are urged to consult their own tax advisors regarding the application and consequences of these rules, in their own particular circumstances.

Eligibility for Investment

Provided that the Radiant Shares are listed on a "designated stock exchange" within the meaning of the Tax Act (which includes the NYSE MKT) at a particular time, the Radiant Shares will be qualified investments under the Tax Act for trusts governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), registered education savings plan, deferred profit sharing plan, registered disability savings plan and a tax-free savings account ("**TFSA**") all as defined in the Tax Act.

Notwithstanding that the Radiant Shares may be qualified investments for trusts governed by a TFSA, an RRSP or a RRIF, the holder of a TFSA or the annuitant of an RRSP or RRIF, as the case may be, may be subject to a penalty tax under the Tax Act if such shares are a "prohibited investment" within the meaning of the Tax Act for the particular TFSA, RRSP or RRIF. The Radiant Shares will generally not be a prohibited investment for a TFSA, an RRSP or RRIF provided that the holder of the TFSA, or the annuitant of the RRSP or RRIF, as applicable, deals at arm's length with Radiant within the meaning of the Tax Act and does not have a "significant interest" within the meaning of the Tax Act in Radiant or in a corporation, partnership or trust with which Radiant does not deal at arm's length for the purposes of the Tax Act**. Holders should consult their own tax advisors to ensure that the Radiant Shares will not be a prohibited investment for a trust governed by a TFSA, RRSP or RRIF in their particular circumstances.**

Dissenting Resident Holders

A Resident Holder that is a Dissenting Wheels Shareholder (a "**Dissenting Resident Holder**") will be deemed to have transferred its Wheels Shares to Radiant as of the time specified in the Arrangement and will receive a cash payment from Radiant in respect of the fair value of the Dissenting Resident Holder's Wheels Shares. Such a Dissenting Resident Holder will be considered to have disposed of the Wheels Shares for proceeds of disposition equal to the amount received by the Dissenting Resident Holder (less any interest awarded by a court). As a result, such Dissenting Resident Holder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition received exceed (or is less than) the aggregate of (i) the adjusted cost base to the Dissenting Resident Holder of the Wheels Shares ; and (ii) any reasonable costs of disposition.

Interest awarded to a Dissenting Resident Holder by a court will be included in the Dissenting Resident Holder's income for the purposes of the Tax Act. In addition, a Dissenting Resident Holder that, throughout the relevant taxation year, is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay a refundable tax of 6⅔% on its "aggregate investment income" (as defined in the Tax Act), including interest income.

A Resident Holder that exercises its Dissent Rights but is not ultimately determined to be entitled to be paid fair value for the Wheels Shares held by such Resident Holder will be deemed to have participated in the Arrangement and will receive Cash Consideration and Radiant Shares. Such a Resident Holder will be considered to have disposed of its Wheels Shares for proceeds of disposition equal to the aggregate of the Cash Consideration and the Fair Market Value of the Radiant Shares so received. As a result, such Resident Holder will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition received exceed (or is less than) the aggregate of (i) the adjusted cost base to the Resident Holder of the Wheels Shares ; and (ii) any reasonable costs of disposition.

Wheels Shareholders Not Resident in Canada

The following Section of the summary is generally applicable to a holder of Wheels Shares who, (i) for the purposes of the Tax Act and any applicable income tax treaty and at all relevant times, is not, and is not deemed to be, a resident of Canada (ii) does not, and is not deemed to, use or hold Wheels Shares and Radiant Shares received pursuant to the Arrangement in or in the course of, carrying on a business in Canada, and (iii) is not an insurer who carries on an insurance business or is deemed to carry on an insurance business in Canada and elsewhere (in this section, a "**Non-Resident Holder**").

Transfer of Wheels Shares for Cash Consideration, Share Consideration or Combined Consideration

Non-Resident Holders who transfer their Wheels Shares under the Arrangement for Cash Consideration, Share Consideration or Combined Consideration should not be subject to tax under Part I of the Tax Act in respect of any capital gain realized on the transfer unless (a) the Wheels Shares constitute "taxable Canadian property" (as defined in the Tax Act, as discussed below) of the Non-Resident Holder at the time of the transfer, and (b) the Wheels Shares are not "treaty-protected property" (as defined for the purposes of the Tax Act) of the Non-Resident Holder at the time of the transfer.

Generally, Wheels Shares will not constitute "taxable Canadian property" to a Non-Resident Holder at a particular time provided that (i) such shares are listed on a designated stock exchange (which currently includes the TSXV) at that time and at no time during the 60 month period immediately preceding the disposition of such shares did the Non-Resident Holder, persons with whom the Non-Resident Holder did not deal at arm's length for purposes of the Tax Act, or the Non-Resident Holder together with all such persons, own or have an interest in, or right or option to acquire, 25% or more of the issued shares of any class or series of shares in the capital stock of Wheels, and more than 50% of the Fair Market Value of the Wheels Shares was derived, directly or indirectly, from one or any combination of real or immovable property situated in Canada, Canadian resource properties (as defined in the Tax Act), timber resource properties (as defined in the Tax Act), and options in respect of, or interests in, or for civil law rights in, any of the foregoing properties (whether or not such property exists); and (ii) such Wheels Shares are not otherwise deemed to be "taxable Canadian property". A share may be deemed to be "taxable Canadian property" where the Non-Resident Holder acquired or held the share in certain circumstances, including acquiring the share in consideration of the disposition of other taxable Canadian property to the issuer of such share.

In the event that the Wheels Shares constitute taxable Canadian property to a particular Non- Resident Holder on the disposition thereof pursuant to the Arrangement, and a capital gain realized on the disposition of such taxable Canadian property is not exempt from tax under the Tax Act pursuant to the terms of an applicable income tax treaty or convention, such Non-Resident Holder will realize a capital gain (or capital loss) generally in the circumstances and computed in the manner described above under "*Wheels Shareholders Resident in Canada*".

Dissenting Non-Resident Holders

A Non-Resident Holder that is a Dissenting Wheels Shareholder (a "**Dissenting Non-Resident Holder**") will be deemed to have transferred its Wheels Shares to Radiant as of the time specified in the Arrangement and will be entitled to receive a cash payment from Radiant in respect of the fair value of the Dissenting Non-Resident Holder's Wheels Shares. Such a Dissenting Non-Resident Holder will be considered to have disposed of the Wheels Shares for proceeds of disposition equal to the amount received by the Dissenting Non-Resident Holder (less any interest awarded by a court) and will be treated in the same manner as described above under "*Wheels Shareholders Not Resident in Canada – Transfer of Wheels Shares for Cash Consideration or Radiant Shares or a Combination of Cash Consideration and Radiant Shares*". A Dissenting Non-Resident Holder will not be subject to Canadian tax on any amount received on account of interest.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain United States federal income tax consequences generally applicable to U.S. Holders (as defined below) and non-U.S. Holders (together "**Holders**") with respect to the Arrangement. The U.S. federal income tax discussion set forth below is a summary and is included for general information only. Except as set forth below, this summary does not discuss tax filing and tax reporting obligations. The discussion is based on current U.S. federal income tax law, which is subject to change. Any such change, which may or may not be retroactive, could alter the U.S. federal income tax consequences to the Holders of Wheels Shares as a result of the Arrangement. This summary does not address the U.S. federal income tax consequences to Wheels Optionholders with respect to their Wheels Options.

No legal opinion from U.S. legal counsel or ruling from the U.S. Internal Revenue Service (the "**IRS**") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the Arrangement. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based

are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary.

Each Holder's individual tax consequences will depend on that Holder's own facts and circumstances. This summary does not deal with all U.S. federal income tax considerations that may be relevant to particular Holders in light of their specific circumstances, such as shareholders who are dealers in securities, financial institutions, banks, underwriters, insurance companies, real estate investment trusts, regulated investment companies, tax-exempt organizations, retirement plans or other tax-deferred accounts, partnerships, S corporations or other pass-through entities (or an investor in a partnership, S corporation or other pass-through entity), holders of Wheels Options or Holders who received Wheels Shares through exercise of an employee stock option, tax-qualified retirement plan or otherwise as compensation, Holders who are subject to the alternative minimum tax provisions of the tax law, Holders who hold their stock as a hedge or as part of a hedging, straddle, conversion or other risk reduction transaction, U.S. Holders who have a functional currency other than the U.S. dollar, Holders who hold Wheels Shares (or will hold Radiant Shares) other than as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment purposes) or Holders that own, have owned or will own (directly, indirectly, or by attribution) 10% or more of the total combined voting power of the outstanding Wheels Shares. This discussion also does not address the U.S. federal income tax considerations applicable to Holders who are U.S. expatriates or former long-term residents of the United States or persons that have been, are, or will be a resident or deemed to be resident in Canada for purposes of the Tax Act or the Convention Between The United States Of America And Canada With Respect To Taxes On Income And On Capital ("**U.S. Treaty**"). Furthermore, no non-U.S. federal, or any state or local tax considerations are addressed herein. This discussion does not address the tax treatment of employees who receive payments of consideration in the Arrangement in a capacity other than that of a Holder. If a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Wheels Shares or Radiant Shares, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partner and the partnership. Such Holders should consult their own tax advisors regarding the tax consequences of exchanging Wheels Shares pursuant to the Arrangement and of the acquisition, ownership and disposition of Radiant Shares. The discussion does not address compliance obligations imposed on U.S. and non-U.S. Holders under the Foreign Account Tax Compliance Act of 2010 ("**FATCA**"). Holders should consult their own tax advisors with respect to the specific tax consequences of the Arrangement. This summary also does not address the U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, and non-U.S. tax consequences to Holders of the acquisition, ownership, and disposition of Wheels Shares or Radiant Shares.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of Wheels Shares (or, as applicable, Radiant Shares) that holds such shares as capital assets, and that, for U.S. federal income tax purposes, is:

(a) an individual who is a citizen or resident (as defined under United States tax laws) of the United States for U.S. federal income tax purposes;

(b) a corporation, or any other entity classified as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the United States, any state in the United States, or the District of Columbia;

(c) an estate if the income of such estate is subject to U.S. federal income tax regardless of the source of such income; or

(d) a trust if: (i) such trust was in existence on August 20, 1996, and has validly elected to be treated as a United States person for U.S. federal income tax purposes; or (ii) a United States court is able to exercise primary supervision over its administration and one or more United States Persons have the authority to control all substantial decisions of such trust.

For purposes of this summary, a "Non-U.S. Holder" is a beneficial owner of Wheels Shares (or, as applicable, Radiant Shares) that is not a U.S. Holder. Except as specifically discussed herein, this summary does not address the U.S. federal income tax considerations applicable to Non-U.S. Holders arising from the Arrangement. Accordingly, a Non-U.S. Holder should consult its own tax advisor regarding the U.S. federal, U.S. state and local, non-U.S. tax and other tax consequences of the Arrangement.

United States Federal Income Tax Consequences to U.S. Holders

General Tax Consequences of the Arrangement

The disposition of Wheels Shares for consideration in the Arrangement will be a taxable transaction to the U.S. Holders. Accordingly, each U.S. Holder generally will recognize gain or loss, if any, equal to the difference, if any, between such U.S. Holder's adjusted tax basis in the Wheels Shares disposed of in the Arrangement and the total consideration the U.S. Holder receives for those Wheels Shares. Gain or loss will be determined separately for each block of Wheels Shares (generally, Wheels Shares acquired at the same cost in a single transaction). Subject to the passive foreign investment company ("**PFIC**") rules discussed below, assuming the Wheels Shares were held as capital assets, such gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder's holding period with respect to such shares is more than one year as of the Effective Time. Long-term capital gain recognized by a non-corporate U.S. Holder is generally eligible for reduced rates of taxation. There are limitations on the deductibility of capital losses.

Tax Consequences of the Arrangement Under the Passive Foreign Investment Company Rules

The tax considerations of the Arrangement to a particular U.S. Holder depend on whether Wheels was a PFIC during any year in any part of which a U.S. Holder owned Wheels Shares. A non-U.S. corporation generally will be a PFIC under Section 1297 of the Code if, for a tax year of such corporation, after the application of certain "look-through" rules with respect to subsidiaries in which it holds at least 25% of the value of such subsidiary, (a) 75% or more of the gross income of the corporation for such tax year is passive income or (b) 50% or more of the value of the corporation's assets either produce passive income or are held for the production of passive income, based on the quarterly average of the Fair Market Value of such assets. "Gross income" generally includes all sales revenues less the cost of goods sold, plus income from investments and from incidental or outside operations or sources, and "passive income" generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Active business gains arising from the sale of commodities generally are excluded from passive income if substantially all (85% or more) of a foreign corporation's commodities are stock in trade or inventory, depreciable property used in a trade or business or supplies regularly used or consumed in a trade or business and certain other requirements are satisfied.

Wheels believes that likely it was a not a PFIC for its tax year ended December 31, 2014, although it has not sought a formal determination of its PFIC status for any taxable year. The determination of PFIC status is inherently factual and generally cannot be determined until the close of the taxable year in question. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Accordingly, no assurance can be given regarding Wheels' PFIC status. U.S. Holders are urged to consult their own U.S. tax advisors regarding the application of the PFIC rules to the Arrangement.

If a U.S. Holder disposes of Wheels Shares in the Arrangement that were held by the U.S. Holder directly or indirectly during any time that Wheels was a PFIC (shares in a PFIC are sometimes referred to herein as "**PFIC Shares**") and the U.S. Holder has not made either a QEF Election or a Mark-to-Market Election (each as defined below), the gain the U.S. Holder recognizes on the Arrangement with respect to such PFIC Shares would be taxed under the "excess distribution" regime. Under that regime, any gain recognized on the Arrangement would be allocated ratably on a daily basis to each day of the U.S. Holder's holding period with respect to such shares. Gain allocated to any period preceding the first year in the holding period when Wheels was a PFIC and gain allocated to the year of disposition would be treated as gain arising in the year of disposition and taxed at ordinary U.S. federal income tax rates for the year of disposition. Gain allocated to each of the other years (the "**Prior PFIC Years**") would be taxed at the highest ordinary U.S. federal income tax rate in effect for each of those years. Interest would be added to the tax determined for each of the Prior PFIC Years at the rate generally applicable to underpayments of tax for such taxable year. The sum of the taxes and interest calculated for all years would be an addition to the tax for the year in which the sale of the PFIC Shares occurs. A U.S. Holder that is not a corporation must treat the interest as non-deductible personal interest.

Under certain attribution rules, if Wheels is a PFIC, U.S. Holders generally would be deemed to own their proportionate share of Wheels' direct or indirect equity interest in any company that is also a PFIC (a "**Subsidiary PFIC**"), and may be subject to United States federal income tax on any indirect gain realized on the stock of a Subsidiary PFIC on the sale of the Wheels Shares and their proportionate share of (a) any excess distributions on the stock of a Subsidiary PFIC and (b) a disposition or deemed disposition of the stock of a Subsidiary PFIC by Wheels

or another Subsidiary PFIC, both as if such U.S. Holders directly held the shares of such Subsidiary PFIC. Accordingly, U.S. Holders should be aware that they could be subject to tax even if no distributions are received and no redemptions or other dispositions of Wheels Shares are made.

If a U.S. Holder holds Wheels Shares in any year in which Wheels is classified as a PFIC with respect to such U.S. Holder, such U.S. Holder would be required to attach a completed IRS Form 8621 to its tax return for such year. Additional annual filing requirements for U.S. persons who are shareholders in a PFIC also apply. U.S. Holders should consult their own tax advisors concerning annual filing requirements.

QEF Election and Mark-to-Market Election

A U.S. Holder who has made a timely and effective election to treat Wheels as a "qualified electing fund" under the Code (a "**QEF Election**") generally would not be subject to the "excess distribution" regime discussed above, if Wheels provided certain annual statements and assured compliance with the QEF rules. Instead, the electing U.S. Holder would include annually in gross income its pro rata share of the ordinary earnings and net capital gain of the PFIC, whether or not such amounts are actually distributed. Wheels does not expect to supply U.S. Holders with the information required under the "qualified electing fund" rules, in the event that Wheels was a PFIC and a U.S. Holder wishes to make a QEF Election. Thus, U.S. Holders may not be able to make a QEF Election with respect to their Wheels Shares.

As discussed below, a QEF Election will be treated as "timely" only if it is made for the first year in the U.S. Holder's holding period for the Wheels Shares in which Wheels is a PFIC. A "retroactive" QEF Election is available only under limited circumstances. U.S. Holders should consult their own tax advisors regarding the application of this election to their particular circumstances.

If a U.S. Holder has not made a timely QEF Election or is not eligible to make a retroactive QEF Election, a U.S. Holder could make a "deemed sale" election under the Code (a "**Deemed Sale Election**") and a QEF Election which would be treated as timely with respect to the Arrangement. Under the Deemed Sale Election, the U.S. Holder would be treated as having sold all its Wheels Shares for the Fair Market Value of such Wheels Shares, thus recognizing gain and paying tax under the excess distribution rules on any gain on the deemed sale. After the Deemed Sale Election has been made, a U.S. Holder that has previously made a QEF Election, or makes a QEF Election in conjunction with the Deemed Sale Election, would then be subject to the rules applying under the QEF regime (instead of the default PFIC rules). U.S. Holders should seek advice from their own tax advisors regarding a Deemed Sale Election.

A U.S. Holder makes the Deemed Sale Election and the QEF Election by filing Form 8621 with its tax return, reporting the gain under the excess distribution rules, and paying the resulting tax on the gain, including the interest penalties described under the Code. The foregoing is only a brief summary of the rules related to the QEF Election and Deemed Sale Election, and U.S. Holders should consult their own tax advisors regarding the application of these elections to their particular circumstances.

A U.S. Holder of PFIC Shares would also not be subject to the excess distribution regime if the U.S. Holder had made a timely and effective election to mark the PFIC Shares to market (a "**Mark-to-Market Election**"). A U.S. holder may make a Mark-to-Market Election only if the Wheels Shares are "regularly traded" on a qualified securities exchange as described in the applicable Treasury Regulations. In the case of any U.S. Holder that has timely made an effective Mark-to-Market Election, gain realized by such holder from the sale of PFIC Shares generally would be taxed at ordinary income tax rates. A U.S. Holder makes the Mark-to-Market Election by filing Form 8621 with its tax return.

U.S. Holders should seek advice from their own tax advisors to discuss the particular tax consequences of the Arrangement applicable to them, including all aspects of the PFIC rules.

Tax Consequences to Dissenting Shareholders

A U.S. Holder who validly exercises Dissent Rights and who, pursuant to the Plan of Arrangement, is deemed to transfer such shareholder's Wheels Shares to Antofagasta, will, have the same U.S. federal income tax consequences as described above for U.S. Holders.

Additional Tax on Investment Income

Individuals are subject to a Medicare contribution tax of 3.8% of the lesser of (a) "net investment income" for a taxable year and (b) the excess, if any, of the individual's modified adjusted gross income for such year over a threshold amount. The threshold amount is $250,000 for taxpayers filing a joint return or as a surviving spouse, $125,000 for married taxpayers filing separately and $200,000 for other individuals. This tax is in addition to any income taxes also imposed on such income. "Net investment income" generally means the excess, if any of the sum of (1) gross income from interest, dividends, annuities, royalties and rents, (2) gross income derived from a passive activity, and (3) net gain attributable to the disposition of property other than property held in an active trade or business over (b) the allowable deductions allocable to such gross income or net gain. Estates and certain trusts are also subject to the Medicare contribution tax, but on a different tax base. U.S. Holders should consult their own tax advisors as to the application of the Medicare contribution tax to the Arrangement.

Receipt of Foreign Currency

The U.S. dollar value of any cash payment in Canadian dollars to a U.S. Holder will be translated into U.S. dollars calculated by reference to the exchange rate prevailing on the date of receipt of such payment regardless of whether the Canadian dollars are converted into U.S. dollars at that time. If the Canadian dollars received are not converted into U.S. dollars on the date of receipt, a U.S. Holder will have a basis in the Canadian dollars equal to its U.S. dollar value on the date of receipt. Any U.S. Holder who receives payment in Canadian dollars and engages in a subsequent conversion or other disposition of the Canadian dollars may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders which use the accrual method of accounting. Each U.S. Holder should consult its own U.S. tax advisor regarding the U.S. federal income tax consequences of receiving, owning, and disposing of Canadian dollars.

Foreign Tax Credit

A U.S. Holder that pays (whether directly or through withholding) Canadian income tax in connection with the Arrangement may be entitled, at the election of such U.S. Holder, to receive either a deduction or a credit for the Canadian income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar for dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year by year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a year.

Complex limitations apply to the foreign tax credit, including the general limitation that the credit cannot exceed the proportionate share of a U.S. Holder's U.S. federal income tax liability that the U.S. Holder's "foreign source" taxable income bears to such U.S. Holder's worldwide taxable income. Generally, gains recognized on the sale of stock or other securities of a foreign corporation by a U.S. Holder should be treated as U.S. source, except as otherwise provided in an applicable income tax treaty, and if an election is properly made under the Code. In addition, this limitation is calculated separately with respect to specific categories of income. The foreign tax credit rules are complex, and each U.S. Holder should consult its own U.S. tax advisor regarding the foreign tax credit rules.

Information Reporting and Backup Withholding

Under U.S. federal income tax law and Treasury Regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain threshold amounts. The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also, unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U. S. Holders may be subject to these reporting requirements unless their shares are held in an account at certain financial institutions.

Penalties for failure to file these information returns are substantial. U.S. Holders should consult their own tax advisors regarding the requirements of filing information returns, including the requirement to file an IRS Form

8938. Payments made within the U.S. or by a U.S. payor or U.S. middleman, of dividends on, and proceeds arising from the sale or other taxable disposition of Shares will generally be subject to information reporting and backup withholding tax, at the rate of 28%, if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number (generally on Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax.

Certain exempt persons generally are excluded from these information reporting and backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner. The discussion of reporting requirements set forth above is not intended to constitute a complete description of all reporting requirements that may apply to a U.S. Holder. Failure to satisfy certain reporting requirements may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting requirement. Each U.S. Holder should consult its own tax advisor regarding the information reporting and backup withholding rules.

United States Federal Income Tax Consequences to Non-U.S. Holders Regarding Wheels Shares

A non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax with respect to gain realized on the sale, exchange or other disposition of Wheels Shares unless (i) the gain is effectively connected with such non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is attributable to a U.S. permanent establishment of such non-U.S. holder), or (ii) in the case of a non-U.S. Holder that is a non-resident alien individual, such non-U.S. Holder is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met.

If gain or loss is effectively connected with a non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable tax treaty, is attributable to a U.S. permanent establishment of such non-U.S. Holder), any gain or loss that is realized on the disposition of Wheels Shares by such a non-U.S. Holder will be recognized in an amount equal to the difference between the amount of cash and the Fair Market Value of any other property received for the shares and the non-U.S. Holder's basis in the Wheels Shares. Such gain or loss generally will be capital gain or loss and will be long term capital gain or loss if the Wheels Shares been held for more than one year. In the case of a non-U.S. Holder that is a foreign corporation, such gain may also be subject to an additional branch profits tax at a rate of 30% (or a lower applicable treaty rate). If a non-U.S. Holder is an individual that is present in the United States for 183 or more days in the taxable year of disposition and certain other requirements are met, the non-U.S. Holder generally will be subject to a flat income tax at a rate of 30% (or lower applicable treaty rate) on any capital gain recognized on the disposition of Wheels Shares, which may be offset by certain U.S. source capital losses.

U.S. Federal Income tax Considerations For Non-U.S. Holders Relating to Radiant Shares

Distributions

Distributions on Radiant Shares, such as distributions of cash or property, will constitute dividends for U.S. federal income tax purposes to the extent paid from Radiant's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a Holder's adjusted tax basis in its Radiant Shares, but not below zero. Any excess will be treated as capital gain and will be treated as described below in the Section relating to the sale or disposition of the Radiant Shares.

Subject to the discussion below on backup withholding and foreign accounts, dividends paid to a non-U.S. Holder of Radiant Shares that are not effectively connected with the non-U.S. Holder's conduct of a trade or business within the United States will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty).

Non-U.S. Holders will be entitled to a reduction in or an exemption from withholding on dividends as a result of either (a) an applicable income tax treaty or (b) the non-U.S. Holder holding Radiant Shares in connection with the conduct of a trade or business within the United States and dividends being paid in connection with that trade or business. To claim such a reduction in or exemption from withholding, the non-U.S. Holder must provide the applicable withholding agent with a properly executed (a) IRS Form W-8BEN claiming an exemption from or reduction of the withholding tax under the benefit of an income tax treaty between the United States and the country in which the non-U.S. Holder resides or is established, or (b) IRS Form W-8ECI stating that the dividends are not subject to withholding tax because they are effectively connected with the conduct by the non-U.S. Holder of a trade or business within the United States, as may be applicable. These certifications must be provided to the applicable withholding agent prior to the payment of dividends and must be updated periodically. Non-U.S. Holders that do not timely provide the applicable withholding agent with the required certification, but that qualify for a reduced rate under an applicable income tax treaty, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Subject to the discussion below on backup withholding and foreign accounts, if dividends paid to a non-U.S. Holder are effectively connected with the non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. Holder maintains a permanent establishment in the United States to which such dividends are attributable), then, although exempt from U.S. federal withholding tax (provided the non-U.S. Holder provides appropriate certification, as described above), the non-U.S. Holder will be subject to U.S. federal income tax on such dividends on a net income basis at the regular graduated U.S. federal income tax rates. In addition, a non-U.S. Holder that is a corporation may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on its effectively connected earnings and profits for the taxable year that are attributable to such dividends, as adjusted for certain items. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Sale or Other Taxable Disposition

Subject to the discussions below on backup withholding and foreign accounts, a non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of Radiant Shares unless:

- the gain is effectively connected with the non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable);
- the non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met; or
- the Radiant Shares constitute a U.S. real property interest, or USRPI, by reason of Radiant's status as a U.S. real property holding corporation, or a USRPHC, for U.S. federal income tax purposes.

Gain described in the first bullet point above will generally be subject to U.S. federal income tax on a net income basis at the regular graduated U.S. federal income tax rates. A non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) of a portion of its effectively connected earnings and profits for the taxable year, as adjusted for certain items.

A non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on any gain derived from the disposition, which may be offset by certain U.S. source capital losses of the non-U.S. Holder (even though the individual is not considered a resident of the United States) provided the non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

With respect to the third bullet point above, it is not currently anticipate that Radiant is or will become a USRPHC. Because the determination of whether Radiant is a USRPHC depends on the Fair Market Value of our USRPIs relative to the Fair Market Value of Radiant's other business assets and Radiant's non-U.S. real property interests, however, there can be no assurance Radiant is not a USRPHC or will not become one in the future. Even if Radiant is or were to become a USRPHC, gain arising from the sale or other taxable disposition by a non-U.S. Holder of Radiant Shares will not be subject to U.S. federal income tax if such class of stock is "regularly traded," as defined by applicable Treasury Regulations, on an established securities market, and such non- U.S. Holder owned, actually or constructively, 5% or less of such class of Radiant's stock throughout the shorter of the five-year period ending on the date of the sale or other disposition or the non-U.S. Holder's holding period for such stock.

Non-U.S. Holders should consult their tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Subject to the discussion below on foreign accounts, a non-U.S. Holder will not be subject to backup withholding with respect to payments of dividends on the Radiant Shares made to the non-U.S. Holder, provided the applicable withholding agent does not have actual knowledge or reason to know such holder is a United States person and the holder certifies its non-U.S. status, such as by providing a valid IRS Form W-8BEN or W-8ECI, or other applicable certification. However, information returns will be filed with the IRS in connection with any dividends on the Radiant Shares paid to the non-U.S. Holder, regardless of whether any tax was actually withheld. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the non-U.S. Holder resides or is established. Information reporting and backup withholding may apply to the proceeds of a sale of Radiant Shares within the United States, and information reporting may (although backup withholding generally will not) apply to the proceeds of a sale of Radiant Shares outside the United States conducted through certain U.S.-related financial intermediaries, in each case, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. Holder on IRS Form W-8BEN or other applicable form (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person) or such owner otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Federal Estate Tax

Radiant Shares beneficially owned by an individual who is not a citizen or resident of the United States (as defined for U.S. federal estate tax purposes) at the time of his or her death will generally be includable in the decedent's gross estate for U.S. federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Additional Withholding Tax on Payments Made to Foreign Accounts

Sections 1471-1474 of the Code and the Treasury regulations issued thereunder generally impose a U.S. federal withholding tax of 30% on dividends, and the gross proceeds of a disposition of Radiant Shares, paid to a "foreign financial institution" (as defined under these rules), unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding the U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners), unless such institution otherwise qualifies for an exemption under these rules. A U.S. federal withholding tax of 30% also generally applies to dividends and the gross proceeds of a disposition of Radiant Shares paid to a non-financial foreign entity unless such entity provides the withholding agent with a certification that it does not have any "substantial United States owners" (as defined under these rules) or furnishes identifying information regarding each substantial United States owner, unless such entity otherwise qualifies for an exemption under these rules. The withholding obligations under these rules with respect to the gross proceeds of a sale or other disposition of Radiant Shares will not begin until January 1, 2017. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Thus, if a Holder holds Radiant Shares through a foreign financial institution or foreign entity, all or a portion of any payments made to such Holder with respect to Radiant Share may be subject to 30% withholding. Prospective investors are encouraged to consult with their tax advisors regarding the possible implications of these rules on their investment in Radiant Shares.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Circular, Wheels is not aware of any informed person, or any associate or affiliate of an informed person, having any material interest, direct or indirect, in any transaction or proposed transaction since December 31, 2013 which has materially affected or would materially affect Wheels or any of the

Wheels Entities. See "*The Arrangement – Securities Law Matters – Multilateral Instrument 61-101*" for more information.

AUDITORS

Deloitte LLP are the auditors of Wheels and are independent of Wheels within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of Ontario. Deloitte LLP have been the auditors of Wheels since December 31, 2011.

LEGAL MATTERS

Certain Canadian legal matters in connection with the Arrangement as they pertain to Wheels will be passed upon by Bennett Jones LLP. Katten Muchin Rosenman LLP has served as special U.S. counsel to Wheels in connection with the Arrangement.

OTHER MATTERS

Management of Wheels is not aware of any matters to come before the Meeting other than as set forth in the Notice of Meeting that accompanies this Circular. If any other matter properly comes before the Meeting, it is the intention of the persons named in the enclosed Form of Proxy to vote the Wheels Shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to Wheels is available under Wheels' issuer profile on SEDAR at www.sedar.com and on Wheels' website at www.wheelsgroup.com. Information on Wheels' website is not incorporated by reference in this Circular. Financial information is contained in Wheels' comparative consolidated financial statements and management's discussion and analysis for the year ended December 31, 2014.

In addition, copies of the Wheels AIF, financial statements (including the most recently available interim financial statements) and management's discussion and analysis as well as this Circular, all as filed under Wheels' issuer profile on SEDAR at www.sedar.com, may be obtained without charge upon request to Wheels' Chief Financial Officer at 5090 Orbitor Drive, Mississauga, Ontario L4W 5B5. Wheels may require the payment of a reasonable charge if the request is made by a person who is not a Wheels Shareholder.

APPROVAL OF DIRECTORS

The contents and sending of this Circular, including the Notice of Meeting, have been approved and authorized by the Wheels Board.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) "*Dr. Philip Tabbiner*"

Chairman
February 24, 2015

CONSENT OF CORMARK SECURITIES INC.

To: The Special Committee of the Board of Directors and the Board of Directors of Wheels Group Inc.

We refer to the fairness opinion of our firm dated January 20, 2015 (the "**Fairness Opinion**"), which we prepared for the Special Committee of the Board of Directors of Wheels Group Inc. (the "**Corporation**") in connection with an arrangement under the *Business Corporations Act* (Ontario) involving the Corporation, Radiant Logistics, Inc. and Radiant Global Logistics ULC (the "**Arrangement**"). We refer also to the management information circular of the Corporation dated February 24, 2015 (the "**Circular**") relating to the special meeting of shareholders to approve, among other things, the Arrangement.

We hereby consent to the filing of the Fairness Opinion with the applicable securities regulatory authorities, the reference to the Fairness Opinion in the Circular, the inclusion of a summary of the Fairness Opinion in the Circular and the inclusion of the full text of the Fairness Opinion in the Circular. In providing such consent, we do not intend that any other person other than the Special Committee of the Board of Directors and the Board of Directors of the Corporation shall be entitled to rely upon such Fairness Opinion.

(signed) "***CORMARK SECURITIES INC.***"

Cormark Securities Inc.
Toronto, Canada
February 24, 2015

APPENDIX A

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

A. the arrangement ("**Arrangement**") under Section 182 of the Business Corporations Act (Ontario) ("**OBCA**"), all as more particularly described and set forth in the plan of arrangement (as may be modified or amended, the "**Plan of Arrangement**") attached as Appendix "D" to the management information circular of Wheels Group Inc. (the "**Company**") dated February 24, 2015 (the "**Circular**"), and all transactions contemplated thereby, be and are hereby authorized, approved and adopted;

B. the Plan of Arrangement be and is hereby authorized, approved and adopted;

C. the arrangement agreement dated January 20, 2015 between the Company, Radiant Logistics, Inc. and Radiant Global Logistics ULC as may be amended from time to time (the "**Arrangement Agreement**"), and all transactions contemplated therein, and the actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement and the actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and causing the performance by the Company of its obligations thereunder, be and are hereby confirmed, ratified, authorized and approved;

D. notwithstanding that this resolution has been duly passed (and the Arrangement approved and agreed) by the shareholders of the Company or that the Arrangement has been approved by the Ontario Superior Court of Justice, the directors of the Company be and are hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Company (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and to revoke this resolution at any time prior to the Effective Time (as defined in the Arrangement Agreement); and

E. any director or officer of the Company is hereby authorized, for and on behalf of the Company, to execute, with or without the corporate seal and, if appropriate, deliver any and all other agreements, applications, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do, or cause to be done, any and all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement, the completion of the Arrangement and related transactions in accordance with the Arrangement Agreement and the matters authorized hereby, including, without limitation, (i) all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities, and (ii) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument, and the taking or doing of any such action.

APPENDIX B

NOTICE OF APPLICATION

CV-15-00010877-00CL
Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING WHEELS GROUP INC.

WHEELS GROUP INC.

Applicant

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on March 31, 2015 or such later date as the Court may direct at 10:00 a.m., or as soon after that time as the application may be heard, at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office

where the application is to be heard as soon as possible, but not later than 2:00 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: February 10, 2015

Issued by _____
Local Registrar

Address of court office: 330 University Avenue, 7th Floor
Toronto, Ontario M5G 1R7

AND TO: ALL HOLDERS OF COMMON SHARES OF WHEELS GROUP INC.

AND TO: ALL HOLDERS OF OPTIONS OF WHEELS GROUP INC.

AND TO: ALL DIRECTORS OF WHEELS GROUP INC.

AND TO: DELOITTE LLP
Brookfield Place, Suite 1400
181 Bay Street
Toronto, ON M5J 2V1

The Auditors for Wheels Group Inc.

AND TO: NORTON ROSE FULBRIGHT CANADA LLP
200 Bay Street, Suite 3800
Toronto, ON M5J 2Z4

Alan B. Merskey
Alan.Merskey@nortonrosefulbright.com
Tel: (416) 216-4805

Nicole Marcus
Nicole.Marcus@nortonrosefulbright.com
Tel: (416) 216-4047
Fax: (416) 216-3930

Lawyers for Radiant Logistics Inc. and Radiant Global Logistics ULC

APPLICATION

1. **THE APPLICANT MAKES AN APPLICATION FOR:**

(a) an interim order (the "**Interim Order**") for advice and directions pursuant to section 182(5) of the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B.16, as amended (the "***OBCA***"), with respect to a plan of arrangement (the "**Arrangement**") involving Wheels Group Inc. ("**Wheels**") whereby, among other things, Radiant Global Logistics ULC, a wholly-owned subsidiary of Radiant Logistics, Inc. (collectively "**Radiant**"), will acquire all of the issued and outstanding common shares of Wheels (the "**Wheels Shares**");

(b) a final order approving the Arrangement pursuant to section 182 of the *OBCA*;

(c) such further Orders or directions as are required for the administration of the Arrangement; and

(d) such further and other relief as this Honourable Court may deem just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

(a) Wheels is a company incorporated and existing under the laws of the province of Ontario with its registered office located at 5090 Orbitor Drive, Mississauga, Ontario, L4W 5B5;

(b) the Wheels Shares are listed and posted for trading on the TSXV under the symbol "WGI";

(c) the Arrangement is fair and reasonable to the shareholders of Wheels;

(d) the relief sought in the Interim Order is within the scope of section 182 of the *OBCA* and will enable the court to consider the Arrangement on the return of this Application;

(e) all shareholders of Wheels, some of whom reside outside of Ontario, are necessary or proper parties to this application;

(f) section 182 of the *OBCA*;

(g) if the Arrangement is approved, Radiant intends to rely on the exemption from the registration requirements of the *U.S. Securities Act of 1933*, as amended, as set forth in Section 3(a)(10) thereof in respect of any securities to be issued under the Arrangement;

(h) rules 2.03, 3.02, 14.05(2), 14.05(3), 17.02(n), 17.02(o) and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and,

(i) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:**

(a) the Affidavit of Doug Tozer, to be sworn, with exhibits thereto, outlining the basis for the Interim Order for advice and directions;

(b) the further Affidavit(s), with exhibits thereto, including an Affidavit outlining the basis for the final order approving the Arrangement, and reporting as to compliance with the Interim Order and the results of any meeting conducted pursuant to the Interim Order; and

(c) such further and other material as counsel may advise and this Honourable Court may permit.

February 10, 2015

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Alan Gardner / Michael J. Paris
LSUC No. 41479N / 57226K
Tel: (416) 863-1200
Fax: (416) 863-1716

Lawyers for the Applicant,
Wheels Group Inc.

IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B.16, as amended, involving Wheels Group Inc.

Court File No. CV-15-00010877-00CL

B-5

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF APPLICATION

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto ON M5X 1A4

Alan Gardner (LSUC #41479N)
Michael J. Paris (LSUC #57226K)
Tel: (416) 777-1200
Fax:(416) 863-1716

Lawyers for the Applicant, Wheels Group Inc.

APPENDIX C

INTERIM ORDER

Court File No. CV-15-10877-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 23RD
MR JUSTICE T McEwen	)	DAY OF FEBRUARY, 2015
	)	

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

AND IN THE MATTER OF RULE 14.05(2) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT INVOLVING WHEELS GROUP INC.

INTERIM ORDER

THIS MOTION made by the Applicant, Wheels Group Inc. ("**Wheels**"), for an interim order for advice and directions pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B-16, as amended, (the "**OBCA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Notice of Application issued on February 10, 2015 and the affidavit of Edward R. Irwin sworn February 19, 2015, (the "**Irwin Affidavit**") and the exhibits thereto, including the Arrangement Agreement, the Plan of Arrangement, which is attached as Appendix "D" to the draft management information circular of Wheels (the "**Information Circular**"), which is attached as Exhibit "A" to the Irwin Affidavit, and on hearing the submissions of counsel for the Applicant.

AND UPON BEING ADVISED that Radiant (as herein defined) intends to rely on the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act of 1933, as amended, in connection with the issuance of common stock in the capital of Radiant Logistics, Inc. to Shareholders of Wheels in the United States, based on this Court's approval of the transactions contemplated in the Arrangement Agreement and the Plan of Arrangement after the Court's consideration of the procedural and substantive fairness of the proposed transaction and after holding a hearing open to the shareholders of Wheels:

Definitions

1. **THIS COURT ORDERS** that all definitions used in this Interim Order shall have the meaning ascribed thereto in the Information Circular or otherwise as specifically defined herein.

The Meeting

2. **THIS COURT ORDERS** that Wheels is permitted to call, hold and conduct a special meeting (the "**Meeting**") of the holders (the "**Shareholders**") of voting common shares in the capital of Wheels (the "**Wheels Shares**") to be held at the offices of Bennett Jones LLP, 3400 One First Canadian Place, Toronto, Ontario M5X 1A4, on March 26, 2015 at 10:00 a.m. (Toronto time) in order for the Shareholders to consider and, if determined advisable, pass a special resolution authorizing, adopting and approving, with or without variation, the Arrangement and the Plan of Arrangement (collectively, the "**Arrangement Resolution**").

3. **THIS COURT ORDERS** that the Meeting shall be called, held and conducted in accordance with the OBCA, the notice of meeting of Shareholders, which accompanies the

Information Circular (the "**Notice of Meeting**") and the articles and by-laws of Wheels, subject to what may be provided hereafter and subject to further order of this court.

4. **THIS COURT ORDERS** that the record date (the "**Record Date**") for determination of the shareholders entitled to notice of, and to vote at, the Meeting shall be February 20, 2015.

5. **THIS COURT ORDERS** that the only persons entitled to attend or speak at the Meeting shall be:

a) the Shareholders or their respective proxyholders;

b) the Wheels Optionholders;

c) the officers, directors, auditors and advisors of Wheels;

d) representatives and advisors of Radiant Logistics, Inc. and Radiant Global Logistics LLC (collectively "**Radiant**"); and

e) other persons who may receive the permission of the Chair of the Meeting.

6. **THIS COURT ORDERS** that Wheels may transact such other business at the Meeting as is contemplated in the Information Circular, or as may otherwise be properly before the Meeting.

Quorum

7. **THIS COURT ORDERS** that the Chair of the Meeting shall be determined by Wheels and that the quorum at the Meeting shall be two persons present in person, each being a Shareholder entitled to vote thereat or a duly appointed proxyholder for an absent Shareholder so entitled, holding not less than 25% of the outstanding Wheels Shares in the aggregate.

Amendments to the Arrangement and Plan of Arrangement

8. **THIS COURT ORDERS** that Wheels is authorized to make, subject to the terms of the Arrangement Agreement, and paragraph 9, below, such amendments, modifications or supplements to the Arrangement and the Plan of Arrangement as it may determine without any additional notice to the Shareholders, or others entitled to receive notice under paragraphs 12 and 13 hereof and the Arrangement and Plan of Arrangement, as so amended, modified or supplemented, shall be the Arrangement and Plan of Arrangement to be submitted to the Shareholders at the Meeting and shall be the subject of the Arrangement Resolution. Amendments, modifications or supplements may be made following the Meeting, but shall be subject to review and, if appropriate, further direction by this Honourable Court at the hearing for the final approval of the Arrangement.

9. **THIS COURT ORDERS** that, if any amendments, modifications or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 8, above, would, if disclosed, reasonably be expected to affect a Shareholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, subject to further order of this Honourable Court, by press release, newspaper advertisement, prepaid ordinary mail, or by the method most reasonably practicable in the circumstances, as Wheels may determine.

Amendments to the Information Circular

10. **THIS COURT ORDERS** that Wheels is authorized to make such amendments, revisions and/or supplements to the draft Information Circular as it may determine and the Information Circular, as so amended, revised and/or supplemented, shall be the Information Circular to be distributed in accordance with paragraphs 12 and 13.

Adjournments and Postponements

11. **THIS COURT ORDERS** that Wheels, if it deems advisable and subject to the terms of the Arrangement Agreement, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the Shareholders respecting the adjournment or postponement, and notice of any such adjournment or postponement shall be given by such method as Wheels may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Notice of Meeting

12. **THIS COURT ORDERS** that, in order to effect notice of the Meeting, Wheels shall send the Information Circular (including the Notice of Application and this Interim Order), the Notice of Meeting, the form of proxy and the letter of transmittal and election form, along with such amendments or additional documents as Wheels may determine are necessary or desirable and are not inconsistent with the terms of this Interim Order (collectively, the "**Meeting Materials**"), to the following:

a) the registered Shareholders at the close of business on the Record Date, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

i) by pre-paid ordinary or first class mail at the addresses of the Shareholders as they appear on the books and records of Wheels, or its registrar and transfer agent, at the close of business on the Record Date,

and if no address is shown therein, then the last address of the person known to the Corporate Secretary of Wheels;

ii) by delivery, in person or by recognized courier service or inter-office mail, to the address specified in (i) above; or

iii) by facsimile or electronic transmission to any Shareholder, who is identified to the satisfaction of Wheels, who requests such transmission in writing and, if required by Wheels, who is prepared to pay the charges for such transmission;

b) non-registered Shareholders by providing sufficient copies of the Meeting Materials to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 of the Canadian Securities Administrators; and

c) each of the directors and auditors of Wheels by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the person, by facsimile or electronic transmission, at least twenty-one (21) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting;

and that compliance with this paragraph shall constitute sufficient notice of the Meeting.

13. **THIS COURT ORDERS** that, in the event that Wheels elects to distribute the Meeting Materials, Wheels is hereby directed to distribute the Information Circular (including the Notice of Application, and this Interim Order), and any other communications or documents

determined by Wheels to be necessary or desirable (collectively, the "**Court Materials**") to each of the registered holders of the Wheels Options by any method permitted for notice to Shareholders as set forth in paragraphs 12(a) or 12(b), above, concurrently with the distribution described in paragraph 12 of this Interim Order. Distribution to such persons shall be to their addresses as they appear on the books and records of Wheels or its registrar and transfer agent at the close of business on the Record Date.

14. **THIS COURT ORDERS** that accidental failure or omission by Wheels to give notice of the meeting or to distribute the Meeting Materials or Court Materials to any person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of Wheels, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of Wheels, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

15. **THIS COURT ORDERS** that Wheels is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials and Court Materials, as Wheels may determine in accordance with the terms of the Arrangement Agreement ("**Additional Information**"), and that notice of such Additional Information may, subject to paragraph 9 above, be distributed by press release, newspaper advertisement, pre-paid ordinary mail, or by the method most reasonably practicable in the circumstances, as Wheels may determine.

16. **THIS COURT ORDERS** that distribution of the Meeting Materials and Court Materials pursuant to paragraphs 12 and 13 of this Interim Order shall constitute notice of the

Meeting and good and sufficient service of the within Application upon the persons described in paragraphs 12 and 13 and that those persons are bound by any orders made on the within Application. Further, no other form of service of the Meeting Materials or the Court Materials or any portion thereof need be made, or notice given or other material served in respect of these proceedings and/or the Meeting to such persons or to any other persons, except to the extent required by paragraph 9, above.

Solicitation and Revocation of Proxies

17. **THIS COURT ORDERS** that Wheels is authorized to use the letter of transmittal and election form and proxies substantially in the form of the drafts accompanying the Information Circular, with such amendments and additional information as Wheels may determine are necessary or desirable, subject to the terms of the Arrangement Agreement. Wheels and Radiant are authorized, at their expense, to solicit proxies, directly or through their officers, directors or employees, and through such agents or representatives as they may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine. Wheels may waive generally, in its discretion, the time limits set out in the Information Circular for the deposit or revocation of proxies by Shareholders, if Wheels deems it advisable to do so.

18. **THIS COURT ORDERS** that Shareholders shall be entitled to revoke their proxies in accordance with section 110(4) and 110(4.1)(a) of the OBCA (except as the procedures of that section are varied by this paragraph) provided that any instruments in writing delivered pursuant to s.110(4.1)(a) of the OBCA: (a) may be deposited with the transfer agent of Wheels as set out in the Information Circular; and (b) any such instruments must be received by the transfer agent of Wheels not later than 10:00 a.m. (Toronto time) on March 24, 2015 or on the

date that is two Business Days immediately prior to any adjournment or postponement of the Meeting.

Voting

19. **THIS COURT ORDERS** that the only persons entitled to vote in person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be those Shareholders who hold Wheels Shares as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

20. **THIS COURT ORDERS** that votes shall be taken at the Meeting on the basis of one vote per Wheels Share and that in order for the Plan of Arrangement to be implemented, subject to further Order of this Honourable Court, the Arrangement Resolution must be passed, with or without variation, at the Meeting by:

(i) an affirmative vote of at least two-thirds (66⅔%) of the votes cast in respect of the Arrangement Resolution at the Meeting by Shareholders present in person or represented by proxy at the Meeting; and

(ii) a simple majority of the votes cast by the Non-Excluded Shareholders present in person or represented by proxy at the Meeting, as contemplated by Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* in the context of a "business combination".

Such votes shall be sufficient to authorize Wheels to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what is provided for in the Information Circular without the necessity of any further approval by the Shareholders, subject only to final approval of the Arrangement by this Honourable Court.

21. **THIS COURT ORDERS** that in respect of matters properly brought before the Meeting pertaining to items of business affecting Wheels (other than in respect of the Arrangement Resolution), each Shareholder is entitled to one vote for each Wheels Share held.

Dissent Rights

22. **THIS COURT ORDERS** that each registered Shareholder shall be entitled to exercise Dissent Rights in connection with the Arrangement Resolution in accordance with section 185 of the OBCA (except as the procedures of that section are varied by this Interim Order and the Plan of Arrangement) provided that, notwithstanding subsection 185(6) of the OBCA, any registered Shareholder who wishes to dissent must, as a condition precedent thereto, provide written objection to the Arrangement Resolution to Wheels in the form required by section 185 of the OBCA and the Arrangement Agreement, which written objection must be received by Wheels not later than 5:00 p.m. (Toronto time) on the date that is two Business Days immediately preceding the Meeting (or any adjournment or postponement thereof), and must otherwise strictly comply with the requirements of the OBCA. For purposes of these proceedings, the "court" referred to in section 185 of the OBCA means this Honourable Court.

23. **THIS COURT ORDERS** that Radiant, shall be required to offer to pay fair value, as of the day prior to approval of the Arrangement Resolution, for Wheels Shares held by registered

Shareholders who duly exercise Dissent Rights, and to pay the amount to which such registered Shareholders may be entitled pursuant to the terms of the Plan of Arrangement.

24. **THIS COURT ORDERS** that any Shareholder who duly exercises such Dissent Rights set out in paragraph 22 above and who:

i) is ultimately determined by this Honourable Court to be entitled to be paid fair value for his, her or its Wheels Shares, shall be deemed to have transferred those Wheels Shares as of the Effective Time, without any further act or formality and free and clear of all liens, claims, encumbrances, charges, adverse interests or security interests to Radiant in consideration for a payment of cash from Radiant equal to such fair value; or

ii) is for any reason ultimately determined by this Honourable Court not to be entitled to be paid fair value for his, her or its Wheels Shares pursuant to the exercise of the Dissent Right, shall be deemed to have participated in the Arrangement on the same basis and at the same time as any non-dissenting Shareholder;

but in no case shall Wheels, Radiant or any other person be required to recognize such Shareholders as holders of Wheels Shares at or after the date upon which the Arrangement becomes effective and the names of such Shareholders shall be deleted from the Wheels register of holders of Wheels Shares at that time.

Hearing of Application for Approval of the Arrangement

25. **THIS COURT ORDERS** that upon approval by the Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, Wheels may apply to this Honourable Court for final approval of the Arrangement.

26. **THIS COURT ORDERS** that distribution of the Notice of Application and the Interim Order in the Information Circular, when sent in accordance with paragraphs 12 and 13 shall constitute good and sufficient service of the Notice of Application and this Interim Order and no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 27.

27. **THIS COURT ORDERS** that any Notice of Appearance served in response to the Notice of Application shall be served on the solicitors for Wheels, with a copy to counsel for Radiant, as soon as reasonably practicable, and, in any event, no less than two (2) Business Days before the hearing of this Application at the following addresses:

BENNETT JONES LLP
Suite 3400, 1 First Canadian Place
Toronto, Ontario M5X 1A4

Attn: **Alan P. Gardner**
GardnerA@bennettjones.com

Lawyers for Wheels Group Inc.

- and to -

NORTON ROSE FULBRIGHT CANADA LLP
200 Bay Street, Suite 3800
Toronto, ON M5J 2Z4

Attn: **Alan B. Merskey**
Alan.Merskey@nortonrosefulbright.com

Lawyers for Radiant Logistics, Inc. and Radiant Global Logistics ULC

28. **THIS COURT ORDERS** that, subject to further order of this Honourable Court, the only persons entitled to appear and be heard at the hearing of the within application shall be:

i) Wheels;

ii) Radiant; and

iii) any person who has filed a Notice of Appearance herein in accordance with the Notice of Application, this Interim Order and the *Rules of Civil Procedure*.

29. **THIS COURT ORDERS** that any materials to be filed by Wheels in support of the within Application for final approval of the Arrangement may be filed up to one (1) Business Day prior to the hearing of the Application without further order of this Honourable Court.

30. **THIS COURT ORDERS** that in the event the within Application for final approval does not proceed on the date set forth in the Notice of Application, and is adjourned, only those persons who served and filed a Notice of Appearance in accordance with paragraph 27 shall be entitled to be given notice of the adjourned date.

Precedence

31. **THIS COURT ORDERS** that, to the extent of any inconsistency or discrepancy between this Interim Order and the terms of any instrument creating, governing or collateral to the Wheels Shares, the Wheels Options, or the articles or by-laws of Wheels, this Interim Order shall govern.

Extra-Territorial Assistance

32. **THIS COURT** seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Honourable Court in carrying out the terms of this Interim Order.

Variance

33. **THIS COURT ORDERS** that Wheels shall be entitled to seek leave to vary this Interim Order upon such terms and upon the giving of such notice as this Honourable Court may direct.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:
FEB 23 2015

IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B-16, as amended, involving Wheels Group Inc.

Court File No. CV-15-10877-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INTERIM ORDER

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ParisM@bennettjones.com

Lawyers for the Applicant, Wheels Group Inc.

APPENDIX D

PLAN OF ARRANGEMENT

ARTICLE 1
DEFINITIONS

In this Plan of Arrangement, unless there is something in the subject matter or context clearly inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of those terms shall have corresponding meanings:

(a) "**Actual Share Election Percentage**" has the meaning ascribed thereto in Section 3.3(c);

(b) "**Actual Share Minimum Election Percentage**" has the meaning ascribed thereto in Section 3.3(d);

(c) "**Arrangement**" means the arrangement under Section 182 of the OBCA, on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with 9.10 of the Arrangement Agreement or Article 6 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Company and the Purchaser, each acting reasonably;

(d) "**Arrangement Agreement**" means the agreement made as of January 20, 2015 between the Company, the Purchaser and the Parent, including the schedules thereto, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with its terms;

(e) "**Arrangement Resolution**" means the special resolution to be considered and, if deemed advisable, passed by the Shareholders at the Company Meeting to approve the Arrangement;

(f) "**Articles of Arrangement**" means the articles of arrangement of the Company to be filed with the Director pursuant to Section 183(1) of the OBCA after the Final Order is made, which shall be in form and content satisfactory to the Company and the Purchaser, each acting reasonably;

(g) "**Business Day**" means a day other than a Saturday, a Sunday or any other day on which major commercial banking institutions in Toronto, Ontario or New York City, New York are closed for business;

(h) "**Cash Consideration**" means $0.77 in cash in respect of each Common Share;

(i) "**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director with respect to the Articles of Arrangement pursuant to Subsection 183(2) of the OBCA;

(j) "**Combined Consideration**" means, in respect of each Common Share transferred to the Purchaser pursuant to Section 3.1(c)(i), the combination of cash and/or Share Consideration elected or deemed to be elected in respect of such Common Share by the holder thereof pursuant to Section 3.2; provided, however, that the value of the Combined Consideration shall be equal to the value of the Total Per Common Share Consideration;

(k) "**Common Shares**" means the common shares in the capital of the Company;

(l) "**Company**" means Wheels Group Inc., a corporation existing under the laws of the Province of Ontario;

(m) "**Company Meeting**" means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if deemed advisable, to approve the Arrangement Resolution;

(n) "**Court**" means the Ontario Superior Court of Justice (Commercial List) or other court with jurisdiction to consider and issue the Interim Order and the Final Order;

(o) "**Deemed Minimum Share Election Percentage**" has the meaning ascribed thereto in Section 3.3(d);

(p) "**Deemed Share Election Percentage**" has the meaning ascribed thereto in Section 3.3(c);

(q) "**Depositary**" means Equity Financial Trust Company;

(r) "**Director**" means the Director appointed pursuant to the OBCA;

(s) "**Dissent Rights**" has the meaning ascribed thereto in Section 4.1;

(t) "**Dissenting Shareholder**" means a registered holder of Common Shares who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the Dissent Rights and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights;

(u) "**Dissenting Shares**" means the Common Shares held by Dissenting Shareholders in respect of which such Dissenting Shareholders have given Notice of Dissent;

(v) "**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

(w) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date or at such other time on the Effective Date as the Purchaser and the Company may agree in writing;

(x) "**Election Deadline**" means 48 hours prior to the time that the Company Meeting (or any adjournment or postponement thereof) is scheduled to commence or, if such date is not a Business Day, 5 p.m. (Toronto time) on the immediately preceeding Business Day;

(y) "**Expense Reimbursement Agreement**" means the agreement providing for the payment of certain expenses of the Company as contemplated in the Arrangement Agreement;

(z) "**Expense Reimbursement Amount**" means the amount of the payment to be made by certain individuals to the Company in accordance with the Expense Reimbursement Agreement;

(aa) "**Final Order**" means the order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement under Subsection 182(5) of the OBCA, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal;

(bb) "**Governmental Authority**" means any international, multinational, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including any stock exchange), domestic or foreign, exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing;

(cc) "**holder**" means, when used with reference to any securities of the Company, the holder of such securities shown from time to time in the central securities register maintained by or on behalf of the Company in respect of such securities;

(dd) "**Interim Order**" means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, to be issued following the application therefor contemplated by Section 2.2(a) of the Arrangement Agreement providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended, modified, supplemented or varied by the Court with the consent of both the Company and the Purchaser, each acting reasonably;

(ee) "**Letter of Transmittal and Election Form**" means the letter of transmittal and election form to be delivered by the Shareholders to the Depositary as described therein;

(ff) "**Liens**" means any mortgage, hypothec, prior claim, lien, pledge, assignment for security, security interest, option, right of first offer or first refusal or other charge or encumbrance of any kind and adverse claim;

(gg) "**Lock-Up Agreements**" has the meaning ascribed thereto in the Arrangement Agreement;

(hh) "**Locked-up Shareholders**" means each Shareholder that is a party to the Lock-Up Agreements;

(ii) "**Maximum Share Amount**" has the meaning ascribed thereto in Section 3.3(b);

(jj) "**Minimum Share Amount**" has the meaning ascribed thereto in Section 3.3(b);

(kk) "**Minority Shareholders**" means, collectively, all of the Shareholders other than the Locked-up Shareholders;

(ll) "**Minority Shareholder Priority Election**" has the meaning ascribed thereto in Section 3.2;

(mm) "**Notice of Dissent**" means a notice of dissent duly and validly given by a registered holder of Common Shares exercising Dissent Rights as contemplated in the Interim Order and as described in Article 4;

(nn) "**NYSE MKT**" means the NYSE MKT LLC;

(oo) "**OBCA**" means the *Business Corporations Act* (Ontario) and all regulations made thereunder, as promulgated or amended from time to time;

(pp) "**Option Consideration**" means, in respect of each Option, a cash amount equal to the amount, if any, by which the Total Per Common Share Consideration exceeds the exercise price of such Option;

(qq) "**Optionholder**" means a holder of one or more Options;

(rr) "**Options**" means, at any time, options to acquire Common Shares granted pursuant to the Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

(ss) "**Parent**" means Radiant Group, Inc., a corporation existing under the laws of the State of Delaware;

(tt) "**Parties**" means, collectively, the Company, the Parent and the Purchaser;

(uu) "**Plan of Arrangement**" means this plan of arrangement, including any appendices hereto, and any amendments, modifications or supplements hereto made from time to time in accordance with the terms hereof or made at the direction of the Court in the Final Order;

(vv) "**Purchaser**" means Radiant Global Logistics ULC, an unlimited liability company existing under the laws of British Columbia;

(ww) "**Purchase Plan**" means the Employee Stock Purchase Plan of the Company dated effective as of July 1, 2014;

(xx) "**Radiant Shares**" means shares of common stock in the capital of the Parent, par value US$0.001 per share;

(yy) "**Share Consideration**" means 0.151384 Radiant Shares, which for purposes of this Plan of Arrangement shall have a deemed value of $0.77;

(zz) "**Shareholder**" means a holder of one or more Common Shares;

(aaa) "**Stock Option Plan**" means the Stock Option Plan of the Company effective as of December 31, 2011;

(bbb) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as may be amended from time to time;

(ccc) "**Total Per Common Share Consideration**" means $0.77.

Any capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Arrangement Agreement. In addition, words and phrases used herein and defined in the OBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA unless the context otherwise clearly requires.

Section 1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into Articles, Sections, paragraphs and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "paragraph" followed by a number and/or a letter refer to the specified Article, Section or paragraph of this Plan of Arrangement.

Section 1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa; words imparting any gender shall include all genders and the neuter gender; and words imparting persons shall include individuals, partnerships, limited liability companies, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities and other entities.

Section 1.4 Date of Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, then such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal and Election Form refer to the local time of the Company (being the time in Toronto, Ontario) unless otherwise stipulated herein or therein.

Section 1.6 Statutory References

Unless otherwise indicated, references in this Plan of Arrangement to any statute include all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

Section 1.7 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada, and "$" refers to Canadian dollars. All references in this Plan of Arrangement to sums of money expressed in lawful money of the United States refers to "US$".

ARTICLE 2
EFFECT OF THE ARRANGEMENT

Section 2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms a part of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. This Plan of Arrangement constitutes an arrangement as referred to in Section 182 of the OBCA.

Section 2.2 Binding Effect

This Plan of Arrangement will become effective commencing at the Effective Time and shall be binding upon the Purchaser, the Parent, the Company, the Shareholders and the Optionholders.

Section 2.3 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Liens, claims and encumbrances.

ARTICLE 3
ARRANGEMENT

Section 3.1 The Arrangement

Prior to the Effective Time, the Purchaser may convert into a British Columbia corporation and its name will be changed accordingly.

Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence, in each case without any further authorization, act or formality on the part of any person:

(a) at the Effective Time:

(i) each Option granted and outstanding immediately prior to the Effective Time will be and be deemed to be transferred by the holder thereof to the Company (free and clear of any Liens) in exchange for a cash payment from the Company equal to the Option Consideration (if any) in respect of such Option;

(ii) with respect to each Option, the holder thereof will cease to be the holder thereof or to have any rights as a holder in respect of such Option or under the Stock Option Plan and the name of the holder thereof will be removed from the applicable securities register of the Company with respect to such Option;

(iii) the Stock Option Plan shall be terminated;

(iv) the Purchase Plan shall be terminated; and

(v) the Expense Reimbursement Amount shall be paid to the Company in accordance with the Expense Reimbursement Agreement;

(b) immediately after the steps in Section 3.1(a) occur:

(i) each Dissenting Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of the Dissenting Shares in respect of which such Dissenting Shareholder has exercised Dissent Rights shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser (free and clear of any Liens) and such Dissenting Shareholder will cease to be the holder thereof or to have any rights as a holder in respect of such Dissenting Share other than the right to be paid the fair value of such Dissenting Share determined and payable in accordance with Article 4; and

(ii) at the same times as the step in Section 3.1(b)(i) occurs, legal and beneficial title to each such Dissenting Share will vest in the Purchaser, and the Purchaser shall be, and shall be deemed to be, the transferee and legal and beneficial owner of such Dissenting Share (free and clear of any Liens) and will be entered in the central securities register of the Company as the sole holder thereof;

(c) at the same time as the steps in Section 3.1(b) occur:

(i) each Common Share outstanding immediately prior to the Effective Time (other than Dissenting Shares held by Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value of their Dissenting Shares as determined in accordance with Article 4), shall be, and shall be deemed to be, transferred by the holder thereof to the Purchaser (free and clear of any Liens) in exchange for the Total Per Common Share Consideration; provided, however, that the holder of each Common Share may elect to receive in respect of each Common Share, the Total Per Common Share Consideration in the form of: (x) the Cash Consideration, (y) the Share Consideration, or (z) a combination of the Share Consideration and the Cash Consideration pursuant to Section 3.2(a) or Section 3.2(b), as applicable, subject to proration in accordance with Section 3.3; and

(ii) at the same time as the step in Section 3.1(c)(i) occurs, the holder of each Common Share transferred to the Purchaser pursuant to Section 3.1(c)(i) shall cease to be the holder thereof, or to have any rights as a holder thereof other than the right to receive the Total Per Common Share Consideration payable in respect of each Common Share held pursuant to Section 3.1(c)(i), and legal and beneficial title to each such Common Share will vest in the Purchaser and the Purchaser will be and be deemed to be the transferee and legal and beneficial owner of such Common Share (free and clear of any Liens) and will be entered in the central securities register of the Company as the sole holder thereof; and

(d) each holder of Options or Common Shares, or both, outstanding immediately prior to the Effective Time, with respect to each step set out above applicable to such holder, shall be deemed, at the time such step occurs, to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer all Options or Common Shares held by such holder in accordance with such step.

Section 3.2 Election Mechanics

With respect to the transfer by the Shareholders of each Common Share to the Purchaser pursuant to Section 3.1(c)(i):

(a) each Minority Shareholder may elect (the "**Minority Shareholder Priority Election**"), in respect of each Common Share held by such Minority Shareholder, to receive the Total Per Common Share Consideration in the form of either (i) the Share Consideration, (ii) the Cash Consideration, or (iii) the Combined Consideration;

(b) subject to Section 3.3, each Locked-up Shareholder may elect, in respect of each Common Share held by such Locked-up Shareholder, to receive the Total Per Common Share Consideration in the form of either (i) the Share Consideration, (ii) the Cash Consideration, or (iii) the Combined Consideration;

(c) in order to make the election referred to in Section 3.2(a) or Section 3.2(b), a Shareholder must have deposited with the Depositary, by no later than the Election Deadline, a duly completed Letter of Transmittal and Election Form indicating such Shareholder's election, which election shall be irrevocable and may not be withdrawn, together with the certificate(s) representing the Common Shares held by such Shareholder; and

(d) any Shareholder who did not, prior to the Election Deadline, deposit with the Depositary a duly completed Letter of Transmittal and Election Form indicating such Shareholder's election, together with the certificate(s) representing the Common Shares held by such Shareholder, or otherwise failed to fully comply with the requirements of Section 3.2(c) in respect of any Common Shares (including Shareholders who duly exercise Dissent Rights but are ultimately not entitled, for any reason, to be paid fair value for the Common Shares in respect of which they have exercised Dissent Rights) shall receive the Share Consideration for each of its Common Shares, subject to proration in accordance with Section 3.3, and, if so prorated, then a combination of the Share Consideration and the Cash Consideration with respect to each Common Share.

Section 3.3 Proration

Notwithstanding Section 3.2 or any other provision herein to the contrary:

(a) the Minority Shareholders shall be entitled to receive the number of Radiant Shares that they have elected to receive as a result of the Minority Shareholder Priority Elections under Section 3.2(a) and no proration shall apply with respect to any Minority Shareholder Priority Election;

(b) subject to adjustment in accordance with Section Section 3.3(c) or Section 3.3(d), the maximum aggregate number of Radiant Shares to be issued pursuant to Section 3.1(c)(i) to the Locked-up Shareholders and any Minority Shareholders who did not make an election pursuant to Section 3.2(a) shall be equal to 6,900,000 less the number of Radiant Shares to be issued pursuant to the Minority Shareholder Priority Elections (the "**Maximum Share Amount**") and the minimum aggregate number of Radiant Shares to be issued to Shareholders pursuant Section 3.1(c)(i) shall be 4,540,254 Radiant Shares (the "**Minimum Share Amount**");

(c) if, prior to giving effect to this Section 3.3(c), the aggregate number of Radiant Shares elected or deemed to be elected by Locked-up Shareholders in connection with the payment of the Total Per Common Share Consideration by way of the Share Consideration pursuant to Section 3.2 exceeds the Maximum Share Amount, then:

(i) the percentage of the Total Per Common Share Consideration to be paid in Share Consideration in respect of each Common Share transferred to the Purchaser pursuant to Section 3.1(c)(i) by a Locked-up Shareholder and any Minority Shareholder who did not make an election pursuant to Section 3.2(a) (the "**Deemed Share Election Percentage**") shall be determined by multiplying (x) the percentage, rounded to six decimal places, of the Total Per Common Share Consideration elected or deemed to be elected in respect of such Common Share to be paid in Radiant Shares, as otherwise determined in accordance with Section 3.2 prior to giving effect to this Section 3.3(c) (the "**Actual Share Election Percentage**") by (y) a fraction, rounded to six decimal places, the numerator of which is the Maximum Share Amount and the denominator of which is the aggregate number of Radiant Shares otherwise issuable pursuant to Section 3.1(c)(i) prior to giving effect to this Section 3.3(c) to all Locked-up Shareholders and Minority Sharheolders who did not make an election pursuant to Section 3.2(a); and

(ii) the percentage of the Total Per Common Share Consideration to be paid in cash in respect of each Common Share transferred to the Purchaser pursuant to Section 3.1(c)(i) by a Locked-up Shareholder and any Minority Shareholder who did not make an election pursuant to Section 3.2(a) shall be increased by a percentage equal to the difference between (x) the Deemed Share Election Percentage in respect of such Common Share and (y) the Actual Share Election Percentage in respect of such Common Share.

(d) if, prior to giving effect to this Section 3.3(d), the aggregate number of Radiant Shares elected or deemed to be elected by Shareholders in connection with the payment of the Total Per Common Share Consideration pursuant to Section 3.2 is less than the Minimum Share Amount, then:

(i) the percentage of the Total Per Common Share Consideration in respect of each Common Share transferred to the Purchaser by a Locked-up Shareholder pursuant to Section 3.1(c)(i) to be paid in Share Consideration (the "**Deemed Minimum Share Election Percentage**") shall be determined by multiplying (x) the percentage, rounded to six decimal places, of the Total Per Common Share Consideration elected or deemed to be elected in respect of such Common Share to be paid in Radiant Shares, as otherwise determined in accordance with Section 3.2 prior to giving effect to this Section 3.3(c) (the "**Actual Share Minimum Election Percentage**") by (y) a fraction, rounded to six decimal places, the numerator of which is the Minimum Share Amount and the denominator of which is the aggregate number of Radiant Shares otherwise issuable to all Shareholders pursuant to Section 3.1(c)(i) prior to giving effect to this Section 3.3(d); and

(ii) the percentage of the Total Per Common Share Consideration in respect of each Common Share transferred to the Purchaser by a Shareholder pursuant to Section 3.1(c)(i) to be paid in cash shall be decreased by a percentage equal to the difference between (x) the Deemed Minimum Share Election Percentage in respect of such Common Share and (y) the Actual Share Minimum Election Percentage in respect of such Common Share.

(e) For greater certainty, after giving effect to this Section 3.3, the holder of each Common Share shall be entitled to receive an amount of Share Consideration and an amount of Cash Consideration equal to the Total Per Common Share Consideration.

ARTICLE 4
DISSENT RIGHTS

Section 4.1 Rights of Dissent

Pursuant to the Interim Order, each registered Shareholder may exercise rights of dissent ("**Dissent Rights**") pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by this Article 4 and the Interim Order; provided, however, that written objection to the Arrangement Resolution, in the manner contemplated by Subsection 185(6) of the OBCA, must be sent to and received by the Company by no later than 4:00 p.m. (Toronto time) on the second Business Day immediately prior to the Company Meeting. Shareholders who duly exercise such rights of dissent and who:

(a) are ultimately determined to be entitled to be paid by the Purchaser fair value for the Common Shares in respect of which they have exercised Dissent Rights will be deemed to have irrevocably transferred such Common Shares to the Purchaser pursuant to Section 3.1(b)(i) in consideration of such fair value; or

(b) are ultimately not entitled, for any reason, to be paid by the Purchaser fair value for the Common Shares in respect of which they have exercised Dissent Rights will be deemed to have participated in the Arrangement on the same basis as a Shareholder who has not exercised Dissent Rights, as at and from the time specified in Section 3.1(c) and be entitled to receive only the consideration set forth in Section 3.1(c)(i) as determined in accordance with Section 3.2(d);

but in no case will the Company or the Purchaser or any other person be required to recognize such holders as holders of Common Shares after the completion of the steps set forth in Section 3.1(b) or Section 3.1(c), as the case may be, and each Dissenting Shareholder will cease to be entitled to the rights of a Shareholder in respect of the Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Common Shares as and from the Effective Time. For greater certainty, and in addition to any other restriction under Section 185 of the OBCA, a Shareholder who has voted, or instructed a proxyholder to vote, against the Arrangement Resolution shall not be entitled to exercise Dissent Rights with respect to the Arrangement.

ARTICLE 5
CERTIFICATES AND PAYMENTS

Section 5.1 Payments of Consideration

(a) Immediately prior to the Effective Time, the Purchaser will deposit or cause to be deposited with the Depositary for the benefit of the Shareholders and the Optionholders:

(i) cash in an aggregate amount sufficient to satisfy the Company's payment obligations contemplated by Section 3.1(a)(i);

(ii) cash in an aggregate amount sufficient to satisfy the Purchaser's payment obligations contemplated by Section 3.1(c)(i) (calculated without reference to whether any Shareholder has exercised Dissent Rights and assuming that any Shareholder exercising dissent rights has elected to receive all Cash Consideration for each of its Common Shares); and

(iii) one or more certificates representing the aggregate number of Radiant Shares required to be delivered by the Purchaser to the Shareholders pursuant to Section 3.1(c)(i) (calculated without reference to whether any Shareholder has exercised Dissent Rights).

(b) As soon as practicable following the later of the Effective Date and the surrender by a Shareholder (other than a Dissenting Shareholder) to the Depositary of a certificate that, immediately prior to the Effective Time, represented outstanding Common Shares that were transferred to the Purchaser under Section 3.1(c)(i), together with a duly completed Letter of Transmittal and Election Form provided by the Shareholder pursuant to Section 3.2(c) and such additional documents and instruments as the Depositary may reasonably require, the former holder of such Common Shares will be entitled to receive in exchange therefor (i) a cheque for the Cash Consideration, if any, such holder is entitled to receive pursuant to Section 3.1(c)(i), and (ii) a certificate representing that number (rounded down to the nearest whole number) of Radiant Shares, if any, such holder is entitled to receive pursuant to Section 3.1(c)(i), together with any distributions or dividends which such holder is entitled to receive pursuant to Section 5.2, less, in the case of both clauses (i) and (ii), any amounts withheld pursuant to Section 5.6, and any certificate so surrendered will forthwith be cancelled.

(c) Subject to Section 5.5, until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to the Effective Time represented Common Shares that were transferred to the Purchaser under Section 3.1(c)(i) will be thereafter deemed to represent only the right to receive (i) a cheque for the Cash Consideration, if any, the holder of such Common Shares is entitled to receive pursuant to Section 3.1(c)(i), and (ii) a certificate representing that number (rounded down to the nearest whole number) of Radiant Shares, if any, such holder is entitled to receive pursuant to Section 3.1(c)(i), together with any distributions or dividends which such holder is entitled to receive pursuant to Section 5.2, less, in the case of both clauses (i) and (ii), any amounts withheld pursuant to Section 5.6.

(d) The Purchaser will cause the Depositary, as soon as a former holder of Common Shares becomes entitled to receive Cash Consideration and/or Share Consideration in accordance with Section 5.1(b), to:

(i) forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the Letter of Transmittal and Election Form; or

(ii) if requested by such former holder in the Letter of Transmittal and Election Form, make available at the offices of the Depositary specified in the Letter of Transmittal and Election Form for pick-up by such former holder; or

(iii) if the Letter of Transmittal and Election Form neither specifies an address as described in Section 5.1(d)(i) nor contains a request as described in Section 5.1(d)(ii), forward or

cause to be forwarded by first class mail (postage paid) to such former holder at the address of such former holder as shown on the applicable securities register maintained by or on behalf of the Company immediately prior to the Effective Time;

a cheque representing the Cash Consideration, if any, payable to such former holder in accordance with the provisions hereof and one or more certificates representing the Share Consideration, if any, to which such former holder of Common Shares is entitled to receive in accordance with the provisions hereof, in each case less any amounts withheld pursuant to Section 5.6.

(e) No former holder of Common Shares shall be entitled to receive any consideration with respect to such Common Shares other than the Cash Consideration and/or Share Consideration such former holder of Common Shares is entitled to receive pursuant to this Section 5.1 and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith except in accordance with Section 5.2.

(f) The Purchaser will cause the Depositary, as soon as a former Optionholder becomes entitled to receive the payments contemplated by Section 3.1(a)(i), to forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address specified in the applicable records of the Company, a cheque representing the cash payment payable to such former holder in accordance with the provisions hereof. Notwithstanding any of the foregoing terms of this Section 5.1, neither a certificate nor a letter of transmittal need be surrendered by a former Optionholder in order to receive the cash to which such former holder is entitled pursuant to Section 3.1(a)(i).

Section 5.2 Dividends and Distributions

No dividends or other distributions declared or made after the Effective Time with respect to the Radiant Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 3.1(c)(i), and no cash payment constituting the Cash Consideration or made in lieu of fractional Radiant Shares shall be paid to any such holder pursuant to Section 5.3, unless and until the holder of such certificate shall surrender such certificate in accordance with Section 5.1 or Section 5.4. Subject to applicable law, at the time of such surrender of any such certificate (or, in the case of clause (iii) below, at the appropriate payment date), there shall be paid to the holder of the certificates representing Common Shares (without interest) (i) the amount of cash comprising the Cash Consideration, if any, such holder is entitled to receive pursuant to Section 3.1(c)(i) or payable in lieu of a fractional Radiant Share to which such holder is entitled pursuant to Section 5.3, (ii) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to the Radiant Shares to which such holder is entitled pursuant hereto and (iii) to the extent not paid under clause (ii), on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and the payment date subsequent to surrender payable with respect to such Radiant Shares.

Section 5.3 Fractional Shares

In no event shall any holder of Common Shares be entitled to a fractional Radiant Share. Where the aggregate number of Radiant Shares to be issued to a holder of Common Shares as consideration under this Arrangement would result in a fraction of a Radiant Share being issuable, the number of Radiant Shares to be received by such holder shall be rounded down to the nearest whole Radiant Share, as the case may be, and, in lieu of a fractional Radiant Share, the holder will receive a cash payment in Canadian dollars (rounded down to the nearest cent) determined on the basis of an amount equal to (i) CDN$5.09 multiplied by (ii) the fractional share amount. All cash payable in lieu of fractional Radiant Shares will be denominated in Canadian dollars.

Section 5.4 Loss of Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were acquired by the Purchaser pursuant to Section 3.1(c)(i) has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary will, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of Common Shares the Cash Consideration and/or Share Consideration such former holder is entitled to receive in respect of such Common

Shares pursuant to Section 3.1(c)(i) together with any distributions or dividends which such holder is entitled to receive pursuant to Section 5.2 and less, in each case, any amounts withheld pursuant to Section 5.6. When authorizing such payment in relation to any lost, stolen or destroyed certificate, the former holder of such Common Shares will, as a condition precedent to the delivery thereof, give a bond satisfactory to the Purchaser and the Depositary or otherwise indemnify the Company, the Purchaser, the Parent and the Depositary against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.5 Extinction of Rights

Any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were acquired by the Purchaser pursuant to Section 3.1(c)(i) which is not deposited with the Depositary in accordance with the provisions of Section 5.1 on or before the sixth (6th) anniversary of the Effective Date shall, on the sixth (6th) anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the Company, the Purchaser, the Parent, the Depositary or any other person. On such date, the Cash Consideration and/or Share Consideration such former holder of Common Shares would otherwise have been entitled to receive, together with any distributions or dividends such holder would otherwise have been entitled to receive pursuant to Section 5.2, shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the Company nor the Purchaser or the Parent will be liable to any person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

Section 5.6 Withholding Rights

The Company, the Purchaser and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any Shareholder or Optionholder under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as the Company, the Purchaser or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the U.S. Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by the Company, the Purchaser or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Authority by or on behalf of the Company, the Purchaser or the Depositary, as the case may be.

Section 5.7 U.S. Securities Laws Exemption

Notwithstanding any provision herein to the contrary, the Company, Parent and Purchaser agree that the Plan of Arrangement will be carried out with the intention that all Radiant Shares transferred on completion of the Plan of Arrangement to the Shareholders will be issued by the Parent and transferred by the Purchaser in reliance on the exemption from registration requirements of the U.S. Securities Act of 1933, as amended, as provided by Section 3(a)(10) thereof.

ARTICLE 6
AMENDMENTS

Section 6.1 Amendments to Plan of Arrangement

(a) The Company and the Purchaser reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iii) communicated to or approved by the Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement pursuant to Section 6.1(a) may be proposed by the Company at any time prior to the Company Meeting with or without any other prior notice or communication and, if so proposed and accepted by the

persons voting at the Company Meeting (other than as may be required under the Interim Order), will become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting will be effective only if such amendment, modification or supplement (i) is consented to by each of the Company and the Purchaser and (ii) if required by the Court or applicable law, is consented to by Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by each of the Company and the Purchaser provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Company and the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Company and the Purchaser or any former holder of Common Shares or Options.

ARTICLE 7
FURTHER ASSURANCES

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties to the Arrangement Agreement will make, do and execute, or cause to be made, done and executed, any such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

APPENDIX E

FAIRNESS OPINION

(See attached)

January 28, 2015

Board of Directors of Wheels Group Inc.
5090 Orbitor Drive
Mississauga, ON
Canada L4W 5B5

Attention: Dr. Philip Tabbiner, Chair

To the Board of Directors:

Cormark Securities Inc. ("**Cormark Securities**" or "**Cormark**") understands that Wheels Group Inc. ("**Wheels**" or the "**Company**") has entered into an arrangement agreement dated January 20, 2015 (the "**Arrangement Agreement**") with Radiant Logistics, Inc. ("**Radiant**") and its wholly-owned subsidiary, Radiant Global Logistics ULC (the "**Purchaser**"), pursuant to which the Purchaser has agreed, subject to the terms and conditions of the Arrangement Agreement, including approval by the shareholders of Wheels, to acquire all of the outstanding common shares of Wheels by way of a court-approved arrangement (the "**Transaction**").

Pursuant to the Arrangement Agreement, the shareholders of the Company are entitled to receive consideration of C$0.77 per common share (the "**Consideration**"). The Consideration will be based on a deemed value per common stock of Radiant (the "**Radiant Shares**") of US$4.25, and each common share of the Company will entitle the holder thereof to elect to receive either C$0.77 in cash or 0.151384 of a Radiant Share. If the holders of common shares of the Company elect to receive, in the aggregate, greater than 6,900,000 Radiant Shares, the number of Radiant Shares will be prorated among the Wheels shareholders electing to receive Radiant Shares and the balance of the consideration will be paid in cash. Notwithstanding the foregoing, all minority shareholders of Wheels (being all shareholders other than certain shareholders who have entered into voting and lock-up agreements with Radiant who, in the aggregate, own 69,620,288 common shares of the Company) shall be afforded the right to elect to receive (i) all of their consideration in cash, (ii) all of their consideration in the form of Radiant Shares, or (iii) any combination of cash and Radiant Shares. Full details of the Transaction will be included in the management information circular to be filed on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") and mailed to shareholders of the Company.

Cormark Securities has been retained by the board of directors of the Company (the "**Board**") to prepare and deliver to the Board, Cormark Securities' opinion (the "**Fairness Opinion**") as to the fairness of the Consideration pursuant to the Transaction, from a financial point of view, to the shareholders of the Company other than Radiant and its affiliates.

CORMARK SECURITIES' ENGAGEMENT

On December 24, 2014, Cormark Securities was formally retained by the Company pursuant to an engagement agreement dated December 24, 2014 (the "**Engagement Agreement**") to provide the Board with the Fairness Opinion.
The terms of the Engagement Agreement provide that Cormark Securities is to be paid a fee by the Company for delivering the Fairness Opinion, regardless of the conclusions reached in the Fairness Opinion or the outcome of the Transaction. In addition, Cormark Securities is to be reimbursed for its reasonable out-of-pocket expenses and is to be indemnified by the Company in certain circumstances, against certain expenses, losses, claims, actions, damages and liabilities incurred in connection with the delivery of the Fairness Opinion under the Engagement Agreement.

CREDENTIALS OF CORMARK SECURITIES

Cormark Securities is an independent Canadian investment dealer providing investment research, equity sales and trading and investment banking services to a broad range of institutions and corporations. Cormark Securities has participated in a significant number of transactions involving public and private companies and has extensive experience in preparing fairness opinions.

The Fairness Opinion expressed herein represents the opinion of Cormark Securities and its form and content have been approved for release by a committee of its directors and officers, each of whom are experienced in merger, acquisition, divestiture, fairness opinion and capital market matters.

RELATIONSHIP WITH INTERESTED PARTIES

Neither Cormark Securities, nor any of its affiliates, is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of the Company, Radiant, or any of their respective associates or affiliates (collectively, the "**Interested Parties**").

In addition to services provided under the Engagement Agreement, in the past twenty-four month period Cormark Securities has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Company.

In the past twenty-four month period Cormark Securities has not been engaged to provide any financial advisory services nor has it participated in any financings involving Radiant.

There are no understandings, agreements or commitments between Cormark Securities and the Company, Radiant, or any other Interested Party, with respect to any future business dealings. Cormark Securities may, in the future, in the ordinary course of its business, perform financial advisory or investment banking services for the Company, Radiant, or any other Interested Party.

Cormark Securities acts as a securities trader and dealer, both as principal and agent, in major financial markets and, as such, may have had, may have and may in the future have long or short positions in securities of the Company, Radiant or other Interested Parties and, from time to time, may have executed or may execute transactions on behalf of such companies or clients for which it may have received or may receive compensation. As an investment dealer, Cormark Securities conducts research on securities and may, in the ordinary course of business, provide research reports and investment advice to its clients on investment matters, including with respect to the Company, Radiant, or the Transaction.

SCOPE OF REVIEW

In connection with rendering the Fairness Opinion, Cormark Securities has reviewed and relied upon (without verifying or attempting to verify independently the completeness or accuracy thereof) or carried out, among other things, the following:

- The LOI signed October 29, 2014 between Wheels and Radiant;
- The final Arrangement Agreement, Plan of Arrangement and Voting and Lock-up Agreement between Wheels and Radiant;
- Public filings submitted by Wheels and Radiant to securities commissions or similar regulatory authorities in Canada and the U.S. which are available on SEDAR or on the Electronic Data Gathering, Analysis, and Retrieval system ("**EDGAR**"), including annual reports, audited annual financial statements, management information circulars, annual information forms, prospectuses and interim financial statements;
- Press releases issued by Wheels and Radiant through commercial newswires over the past three years;
- Certain internal financial, operational, corporate and other information prepared or provided by the management of Wheels, including internal operating and financial projections prepared by Wheels' management;
- Discussions with senior management of Wheels with respect to the information referred to herein and other issues considered by Cormark to be relevant;
- Discussions with senior management of Radiant with respect to the information referred to herein and other issues considered by Cormark to be relevant;
- Public information relating to the business, operations, financial performance and equity trading history of Wheels, Radiant and other selected public issuers considered by Cormark to be relevant;
- Certain public information relating to the business, financial and operating performance and financial position of Wheels, Radiant and other selected public companies, to the extent considered by Cormark to be relevant;

- Public information with respect to other transactions of a comparable nature considered by Cormark to be relevant;
- Selected investment research reports published by equity research analysts and industry sources regarding Wheels, Radiant and other public companies in the 3PL sector to the extent considered by Cormark to be relevant;
- Such other economic, financial market, industry and corporate information, investigations and analyses as Cormark considered necessary or appropriate in the circumstances

Cormark Securities has not, to the best of its knowledge, been denied access by the Company to any information requested by Cormark Securities.

PRIOR VALUATIONS

The Company has represented to Cormark Securities that there have not been any prior valuations (as defined in Canadian Securities Administrators' Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) of the Company or its material assets or its securities in the past twenty-four month period other than those which have been provided to Cormark (if any).

ASSUMPTIONS AND LIMITATIONS

Cormark Securities has not been asked to prepare and has not prepared a formal valuation of the Company or Radiant or any of their respective securities or assets, and the Fairness Opinion should not be construed as such. Cormark Securities has, however, conducted such analyses as it considered necessary in the circumstances. In addition, the Fairness Opinion is not, and should not be construed as, advice as to the price at which the common shares of Wheels may trade at any future date. Cormark Securities was similarly not engaged to review any legal, tax or accounting aspects of the Transaction. Cormark Securities has relied upon, without independent verification or investigation, the assessment by the Company and its legal, tax, regulatory and accounting advisors with respect to legal, tax, regulatory and accounting matters. In addition, the Fairness Opinion does not address the relative merits of the Transaction as compared to any other transaction involving the Company or the prospects or likelihood of any alternative transaction or any other possible transaction involving the Company, its assets or its securities.
With the approval of the Board and as is provided for in the Engagement Agreement, Cormark Securities has relied upon the completeness, accuracy and fair presentation of all of the financial and other information, data, advice, opinions and representations obtained by it from public sources or provided to it by or on behalf of the Company and its directors, officers, agents and advisors or otherwise (collectively, the "**Information**") and Cormark Securities has assumed that this Information did not omit to state any material fact or any fact necessary to be stated to make that Information not misleading. The Fairness Opinion is conditional upon the completeness, accuracy and fair presentation of such Information including as to the absence of any undisclosed material change. Subject to the exercise of professional judgment and except as expressly described herein, Cormark Securities has not attempted to independently verify or investigate the completeness, accuracy or fair presentation of any of the Information.

With respect to financial and operating forecasts, projections, estimates and/or budgets provided to Cormark Securities and used in the analyses supporting the Fairness Opinion, Cormark Securities has noted that projecting future results of any company is inherently subject to uncertainty. Cormark Securities has assumed that such forecasts, projections, estimates and/or budgets were reasonably prepared consistent with industry practice on a basis reflecting the best currently available assumptions, estimates and judgments of management of the Company as to the future financial performance of the Company and are (or were at the time and continue to be) reasonable in the circumstances. In rendering the Fairness Opinion, Cormark Securities expresses no view as to the reasonableness of such forecasts, projections, estimates and/or budgets or the assumptions on which they are based.

Senior officers of the Company have represented to Cormark Securities in a certificate delivered as of the date hereof, among other things, that (a) the Information provided by, or on behalf, of the Company or any of its affiliates or its representatives and agents to Cormark Securities for the purpose of preparing the Fairness Opinion was, at the date such information was provided to Cormark Securities, and is now, complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of the Company and its affiliates or the Transaction and did not and does not omit to state a material fact in relation to the Company and its affiliates or the Transaction necessary to make the Information not misleading in light of the circumstances under

which it was provided; (b) since the dates on which the Information was provided to Cormark Securities, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company and its affiliates and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Fairness Opinion; (c) to the best of the Company's knowledge, information and belief after due inquiry, there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to the Company or any of its affiliates or any of their respective material assets or liabilities which have been prepared as of a date within the two years preceding the date hereof and which have not been provided to Cormark Securities; and (d) since the dates on which the Information was provided to Cormark Securities by the Company, no material transaction has been entered into by the Company or any of its affiliates which has not been disclosed in complete detail to Cormark Securities.

In its analyses and in preparing the Fairness Opinion, Cormark Securities has made numerous assumptions with respect to expected industry performance, general business and economic conditions and other matters, many of which are beyond the control of Cormark Securities or any party involved in the Transaction. Cormark Securities has also assumed that the disclosure provided or incorporated by reference in the management information circular to be filed on SEDAR and mailed to shareholders of Wheels in connection with the Transaction and any other documents in connection with the Transaction, prepared by a party to the Arrangement Agreement, will be accurate in all material respects and will comply with the requirements of all applicable laws, that all of the conditions required to implement the Transaction will be met, that the procedures being followed to implement the Transaction are valid and effective, and that the management information circular will be distributed to shareholders of the Company in accordance with applicable laws.

This Fairness Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the condition and prospects, financial and otherwise, of the Company and its affiliates, as they were reflected in the Information and as they have been represented to Cormark Securities in discussions with management of the Company.

This Fairness Opinion has been provided for the exclusive use of the Board and may not be used or relied upon by any other person. Except as contemplated herein, the Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without the express prior written consent of Cormark Securities. Cormark Securities hereby consents to the reference to Cormark Securities and the description of, reference to and reproduction of the Fairness Opinion in the management information circular prepared in connection with the Transaction for delivery to shareholders of the Company and filing with the securities commissions or similar regulatory authorities in each province and territory of Canada.

Cormark Securities believes that the Fairness Opinion must be considered and reviewed as a whole and that selecting portions of the analyses or factors considered by Cormark Securities, without considering all the analyses and factors together, could create a misleading view of the process underlying the Fairness Opinion. The preparation of a fairness opinion is a complex process and is not necessarily amenable to partial analysis or summary description. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. The Fairness Opinion is not to be construed as a recommendation to any shareholder of the Company as to whether or not to vote in favour of the Transaction.

The Fairness Opinion is given as of the date hereof and Cormark Securities disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Fairness Opinion which may come or be brought to Cormark Securities' attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Fairness Opinion after the date hereof, Cormark Securities reserves the right to change, modify or withdraw the Fairness Opinion.

FAIRNESS OPINION

Based upon and subject to the foregoing, Cormark Securities is of the opinion that, as at of the date hereof, the Consideration offered pursuant to the Transaction is fair**,** from a financial point of view, to shareholders of the Company other than Radiant and its affiliates.

Yours very truly,

CORMARK SECURITIES INC.

APPENDIX F

DISSENT RIGHTS

Rights of dissenting shareholders

185. (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

(a) amend its articles under Section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;

(b) amend its articles under Section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;

(c) amalgamate with another corporation under sections 175 and 176;

(d) be continued under the laws of another jurisdiction under Section 181; or

(e) sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent.

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under Section 168 or 170 may dissent, except in respect of an amendment referred to in,

(a) clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or

(b) subsection 170 (5) or (6).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this Section in respect of an amendment of the articles of the corporation to the extent that the amendment,

(a) amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by Section 277; or

(b) deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986.

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this Section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted.

No partial dissent

(5) A dissenting shareholder may only claim under this Section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent.

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection.

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights.

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section.

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this Section and shall return forthwith the share certificates to the dissenting shareholder.

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this Section except where,

(a) the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);

(b) the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or

(c) the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10), and the dissenting shareholder is entitled, upon presentation and surrender to the corporation or its transfer agent of any certificate representing the shares that has been endorsed in accordance with subsection (13), to be issued a new certificate representing the same number of shares as the certificate so presented, without payment of any fee.

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

(a) a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms.

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder.

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow.

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19) are to be borne by the corporation unless the court otherwise orders.

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

(a) has sent to the corporation the notice referred to in subsection (10); and

(b) has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions.

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22)(a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application.

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders.

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

(a) withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this Section if there are reasonable grounds for believing that,

(a) the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission.

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subSection (31), if the corporation is an offering corporation.

APPENDIX G

INFORMATION WITH RESPECT TO RADIANT AND THE PURCHASER

The following information should be read in conjunction with the information concerning Radiant appearing elsewhere in the Circular. Capitalized terms used, but not otherwise defined in this Appendix G shall have the meaning ascribed to them in the Circular.

Cautionary Note Regarding Forward-Looking Statements

This appendix contains "forward-looking statements" within the meaning set forth in United States securities laws and regulations – that is, statements related to future, not past, events. In this context, forward-looking statements often address our expected future business, financial performance and financial condition, and often contain words such as "anticipate," "believe," "estimates," "expect," "future," "intend," "may," "plan," "see," "seek," "strategy," or "will" or the negative thereof or any variation thereon or similar terminology or expressions. These forward-looking statements are not guarantees and are subject to known and unknown risks, uncertainties and assumptions about us that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Such risks and uncertainties include, among others, risks discussed in our Form10-K for the year ended June 30, 2014 and in our Form 10-Q for the period ended December 31,2014 under the caption "Risk Factors" filed with the Securities and Exchange Commission ("SEC") and available *under Wheels' issuer profile on SEDAR at www.sedar.com including the following additional uncertainties and assumptions that relate to: continued relationships with our operating partners; challenges in locating suitable acquisition opportunities and securing the financing necessary to complete such acquisitions; general industry conditions and competition; domestic and international economic and political factors; transportation costs; our ability to mitigate, to the best extent possible, our dependence on current management and certain of our larger operating partners; laws and governmental regulations affecting the transportation industry in general and our operations in particular, and such other factors that may be identified from time to time in our SEC filings and other public announcements. In addition, our proposed acquisition of Wheels is subject to additional risks and uncertainties, such as: our ability to close the acquisition, which involves a number of factors including our ability to secure the requisite court approval contemplated by the Plan of Arrangement, Wheels' shareholder approval, the anticipated financing as contemplated by the commitment letters, and the satisfaction of other conditions to consummation of the transaction; the expected impact of the acquisition on our results of operations; fluctuations in the value of the Canadian dollar relative to the U.S. dollar, particularly as we begin to generate additional revenue in Canada; our significantly increased levels of indebtedness as a result of the proposed transaction, which could limit our operating flexibility and opportunities; our ability to satisfy our obligations and to meet required financial and other covenants necessary to maintain and draw funds from the credit facilities that we expect to have in place following the Wheels acquisition; our ability to realize the anticipated synergies and cost savings from the Wheels acquisition that we have projected, which contemplates, among other things, additional revenue opportunities, the elimination of costs associated with redundant operations, and the consolidation of facilities; our ability to maintain positive relationships with Wheels' third-party transportation providers, suppliers and customers; our ability to retain and attract qualified personnel to operate the Wheels business; Wheels' ability following the acquisition to maintain and grow its revenues and operating margins in a manner consistent with its most recent operating results and trends and our expectations regarding Wheels' future growth; and unexpected costs, liabilities, charges or expenses resulting from the Transaction. Readers are cautioned not to place undue reliance on our forward-looking statements, as they speak only as of the date made. Except as required by law, we assume no duty to update or revise our forward-looking statements.*

Currency

All references in this Appendix G to "$" or "US$" or "USD" or US dollars mean United States dollars.

Description of Business

Our Company

Radiant Logistics, Inc. ("Radiant," the "Company," "we," "us" or "our") is a non-asset based transportation and logistics services company providing domestic and international freight forwarding services and truck brokerage

services through a network of Company-owned locations and strategic independent agent stations, operating under the Radiant, Airgroup, Adcom, DBA and On Time network brands located throughout North America, and through an integrated service partner network serving other markets around the globe. We also offer an expanding array of value-added supply chain management services, including customs brokerage, order fulfillment, inventory management and warehousing.

Through our network of Company-owned and independent agent stations across North America, which we sometimes refer to as our "operating locations", we offer domestic and international air, ocean and ground freight forwarding to a large and diversified account base consisting of manufacturers, distributors and retailers. Our primary business operations involve arranging the shipment, on behalf of our customers, of materials, products, equipment and other goods that are generally larger than shipments handled by integrated carriers of primarily small parcels, such as FedEx Corporation ("**FedEx**"), DHL Worldwide Express, Inc. ("**DHL**") and United Parcel Service ("**UPS**"). We provide a wide range of value-added logistics solutions to meet customers' specific requirements for transportation and related services, including arranging and monitoring all aspects of material flow activity utilizing advanced information technology systems.

Our value-added transportation and logistics solutions are provided using a network of independent air, ground and ocean carriers and independent service partners strategically positioned around the world. We create value for our customers and independent agent stations through, among other things, our customized logistics solutions, global reach, brand awareness, purchasing power, and infrastructure benefits, such as centralized back-office operations, and advanced transportation and accounting systems.

As we continue to grow and scale the business, we are developing density in our trade lanes which creates opportunities for us to more efficiently source and manage our transportation capacity. In pursuing these opportunities, we recently launched an organic initiative to offer truck brokerage capabilities through our wholly owned subsidiary, Radiant Transportation Services. This initiative is an effort to internalize a portion of purchased transportation expenditures with our unaffiliated third party truck brokers and expand the margin characteristics of our existing business. Our recent acquisition of On Time was an extension of this strategy, which internalized an airport to airport line haul network that gives us greater flexibility to maximize the margin characteristics of the freight under our control.

Competitive Strengths

As a non-asset based third-party logistics provider, we believe that we are well-positioned to provide cost-effective and efficient solutions to address the demand in the marketplace for transportation and logistics services. We believe that the most important competitive factors in our industry are quality of service, including reliability, responsiveness, expertise and convenience, scope of operations, geographic coverage, information technology and price. We believe our primary competitive advantages are as follows:

Non-asset based business model

As a non-asset based provider we do not own the transportation equipment used to transport our customers' freight, and thus with relatively minimal dedicated or fixed operating costs, we are able to leverage our network of locations to offer competitive pricing and flexible solutions to our customers. Moreover, our balanced product offering provides us with revenue streams from multiple sources and enables us to retain customers even as they shift from priority to deferred shipments of their products. We believe our low capital intensity model allows us to provide low-cost solutions to our customers, operate our business with strong cash flow characteristics, and retain significant flexibility in responding to changing industries and economic conditions.

Lower-risk operation of network of operating partners

We derive a substantial portion of our revenue pursuant to agreements with our independent agent stations, who we sometimes refer to as our "operating partners", each operating under one of our various brands. These arrangements afford us with a relatively low risk growth model as each operating partner is responsible for its own sales and costs of operations. Under shared economic arrangements with our operating partners, we are responsible to provide centralized back-office infrastructure, transportation and accounting systems, billing and collection services.

Offer significant advantages to our operating partners

A substantial portion of our current network is represented by our operating partners, which rely on us for operating authority, technology, sales and marketing support, access to working capital, our carrier and international partner networks, and collective purchasing power. Through this strategic alliance, our operating partners have the ability to focus on the operational and sales support aspects of the business without diverting costs or expertise to the structural aspect of its operations, thus, providing our operating partners with the regional, national and global brand recognition that they would not otherwise be able to achieve by solely serving their local market.

Diverse customer base

We have a well-diversified customer base that includes manufacturers, distributors and retailers. As of the date of the Circular, no single customer represented more than 5% of our business and no operating partner represented more than 10% of our business, reducing risks associated with any particular industry, geographic or customer concentration.

Information technology resources

A primary component of our business strategy is the continued development of advanced information systems to provide accurate and timely information to our management, operating partners and customers. We believe that the ability to provide accurate real-time information on the status of shipments has and will become increasingly more important in our industry. Our customer delivery tools enable connectivity with our customers' and trading partners' systems, which leads to more accurate and up-to-date information on the status of shipments. Our centralized transportation management system (rating, routing, tender and financial settlement process) drives significant productivity improvement across our network.

Global network of transportation providers

We provide worldwide supply chain services, which today include international air and ocean services that complement our domestic service offerings. These offerings include heavyweight and small package air services, providing same day (next flight out) air charters, next day a.m./p.m., second day a.m./p.m. as well as time definite surface transport. Our non-asset based business model allows us to use commercial passenger and cargo flights. Thus, we have thousands of daily flight options to choose from, and our pickup and delivery network provides us with zip code to zip code coverage throughout North America.

Ability to leverage On Time's dedicated time definite line-haul network

As we continue to grow and scale the business, we are developing density in our trade lanes which creates opportunities for us to more efficiently source and manage our transportation capacity. We believe the recent addition of On Time's dedicated line haul network will provide transportation capacity to our other operating locations across North America and serve as a catalyst for margin expansion in our existing business and a competitive differentiator in the marketplace to help us secure new customers and attract additional operating partners to our network.

Industry Overview

As business requirements for efficient and cost-effective logistics services have increased, so has the importance and complexity of effectively managing freight transportation. Businesses increasingly strive to minimize inventory levels, perform manufacturing and assembly operations in the lowest cost locations, and distribute their products in numerous global markets. As a result, companies are increasingly looking to third-party logistics providers to help them execute their supply chain strategies.

Customers have two principal third-party alternatives: a freight forwarder or a fully-integrated carrier. We operate primarily as a freight forwarder. Freight forwarders procure shipments from customers and arrange the transportation of cargo on a carrier. A freight forwarder may also arrange pick-up from the shipper to the carrier and delivery of the shipment from the carrier to the recipient. Freight forwarders often tailor shipment routing to meet the customer's price and service requirements. Fully-integrated carriers, such as FedEx, DHL and UPS, provide pickup and delivery service, primarily through their own captive fleets of trucks and aircraft. Because freight

forwarders select from various transportation options in routing customer shipments, they are often able to serve customers less expensively and with greater flexibility than integrated carriers. Freight forwarders generally handle shipments of any size and offer a variety of customized shipping options.

Most freight forwarders, including us, focus on heavier cargo and do not generally compete with integrated shippers of primarily smaller parcels. In addition to the high fixed expenses associated with owning, operating and maintaining fleets of aircraft, trucks and related equipment, integrated carriers often impose significant restrictions on delivery schedules and shipment weight, size and type. On occasion, integrated shippers serve as a source of cargo space to forwarders. Additionally, most freight forwarders do not generally compete with the major commercial airlines, which, to some extent, depend on forwarders to procure shipments and supply freight to fill cargo space on their scheduled flights.

We believe there are several factors that are increasing demand for global logistics solutions. These factors include:

- Outsourcing of non-core activities;
- Globalization of trade;
- Increased need for time-definite delivery;
- Consolidation of global logistics providers; and
- Increasing influence of e-business and the Internet.

Our Growth Strategy

Our objective is to provide customers with comprehensive value-added logistics solutions through domestic and international freight forwarding services offered by us through our Radiant, Airgroup, Adcom, DBA and On Time network brands. Since inception of our business in 2006, we have executed a strategy to expand operations through a combination of organic growth and the strategic acquisition of non-asset based transportation and logistics providers meeting our acquisition criteria. We have successfully completed eleven acquisitions since our initial acquisition of Airgroup in January of 2006, including:

- Automotive Services Group, expanding our services into the automotive industry, in 2007;
- Adcom Express, Inc., adding domestic operating partner locations, in 2008;
- DBA Distribution Services, Inc., adding two Company-owned locations and operating partner locations, in 2011;
- ISLA International Ltd., adding a Company-owned location in Laredo, Texas, providing us with bilingual (English-Spanish) expertise in both north and south bound cross-border transportation and logistics services, in 2011;
- Brunswicks Logistics, Inc., adding a strategic Company-owned location in New York-JFK, in 2012;
- Marvir Logistics, Inc., adding a Company location in Los Angeles from the conversion of a former operating partner since 2006, in 2012;
- International Freight Systems of Oregon, Inc., adding a Company location in Portland, Oregon, from the conversion of a former operating partner since 2007, in 2012;
- On Time Express, Inc., adding three Company-owned locations in Phoenix, Arizona, Dallas, Texas and Atlanta, Georgia, including additional line haul and time critical logistics capabilities, in 2013;
- Phoenix Cartage and Air Freight, LLC, opening a Company-owned location in Philadelphia, Pennsylvania;

- Trans-NET, Inc. expanding Company-owned operations in Seattle, Washington and providing a gateway of services to the Russian Far East; and

- Don Cameron & Associates, Inc., expanding our services in the med-tech, advertising/marketing, pharmaceutical, and trade show industries.

We expect to grow our business organically and by completing acquisitions of other companies with complementary geographical and logistics service offerings. We will continue to make enhancements to our back-office infrastructure, transportation management, and accounting systems to support this growth. Our organic growth strategy will continue to focus on strengthening existing and expanding new customer relationships, while continuing our efforts on the organic build-out of our network of operating partner locations. In addition, we will also be working to drive further productivity improvements enabled through the introduction of our value-added truck brokerage and customs house brokerage service capabilities, and the optimization of our own transportation capacity management opportunities available through On Time's dedicated line haul network.

Our acquisition strategy has been designed to take advantage of shifting market dynamics. The third-party logistics industry continues to grow as an increasing number of businesses outsource their logistics functions to more cost effectively manage and extract value from their supply chains. The industry is positioned for further consolidation as it remains highly fragmented, and as customers are demanding the types of sophisticated and broad reaching service offerings that can more effectively be handled by larger more diverse organizations. We believe the highly fragmented composition of the marketplace, the industry participants' need for capital, and their owners' desire for liquidity has and will continue to produce a large number of attractive acquisition candidates. Our target acquisition candidates are generally smaller than those identified as acquisition targets of larger public companies and have limited ability to conduct their own public offerings or obtain financing that will provide them with capital for liquidity or rapid growth. We believe that many of these "smaller" companies are receptive to our acquisition program as a vehicle for liquidation or growth.

We intend to be opportunistic in executing our acquisition strategy with a goal of expanding both our domestic and international capabilities. We routinely review acquisition opportunities and in discussion with the owners of third-party logistics businesses on a regular basis so as to position ourselves to take advantage of acquisition opportunities that may arise. While we have historically acquired businesses that were "tuck-in" opportunities to strategically enhance specific targeted elements of our business, as in our planned acquisition of Wheels, we may also review larger acquisition candidates that represent fundamental expansion of our business model and are material to our current business size. In completing any future acquisitions, we may need to obtain debt or equity financing, subject to restrictions in place with our current lenders. Any additional debt financing may place additional limits on our ability to operate our business, and any additional equity financing may be dilutive to our existing stockholders. However, it would be our expectation that the benefits of such acquisitions to our business enterprise would outweigh the costs that may be incurred by us or our stockholders.

Purchaser Overview

Radiant Global Logistics ULC ("**Purchaser**") is a British Columbia unlimited liability company incorporated on July 2, 2014, for the purpose of implementing the Arrangement. To date, Purchaser has not carried on any business except in accordance with its role as a party to the Arrangement Agreement. Purchaser is an indirect wholly-owned subsidiary of Radiant. The Purchaser intends to convert into a British Columbia limited liability company with an appropriate name change, which may occur prior to or after the Arrangement Resolution becomes effective, and then the Purchaser intends to be continued as an Ontario corporation after the Arrangement Resolution becomes effective.

Documents Incorporated By Reference

The following documents of Radiant, filed with the SEC at www.sec.gov under the Radiant issuer profile and under Wheels' issuer profile on SEDAR at www.sedar.com, are specifically incorporated by reference and form part of this Circular:

(a) Our Annual Report on Form 10-K for the fiscal year ended June 30, 2014 filed on September 24, 2014;

(b) Our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2014 filed on November 12, 2014;

(c) Our Quarterly Report on Form 10-Q for the quarterly period ended December 31, 2014 filed on February 12, 2015;

(d) Our definitive proxy statement on Schedule 14A filed on October 8, 2014; and

(e) Our Current Reports on Form 8-K as filed July 3, 2014, July 17, 2014, August 27, 2014, September 4, 2014, October 17, 2014, November 14, 2014, December 17, 2014, January 20, 2015, and January 23, 2015.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Appendix G to the extent that a statement contained in this Appendix G or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not constitute a part of this Appendix G, except as so modified or superseded. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. Making such a modifying or superseding statement shall not be deemed to be an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Copies of the documents incorporated herein by reference may be obtained on request, without charge, from our Corporate Secretary, Robert L. Hines, Jr., at 405 114th Avenue, S.E., Third Floor, Bellevue, WA 98004, telephone: (425) 943-4599. In addition, copies of the documents incorporated by reference are available on our website at www.radiantdelivers.com, under our corporate profile on EDGAR at www.sec.gov or under Wheels' issuer profile on SEDAR at www.sedar.com.

Certain Relationships and Transactions with Related Persons

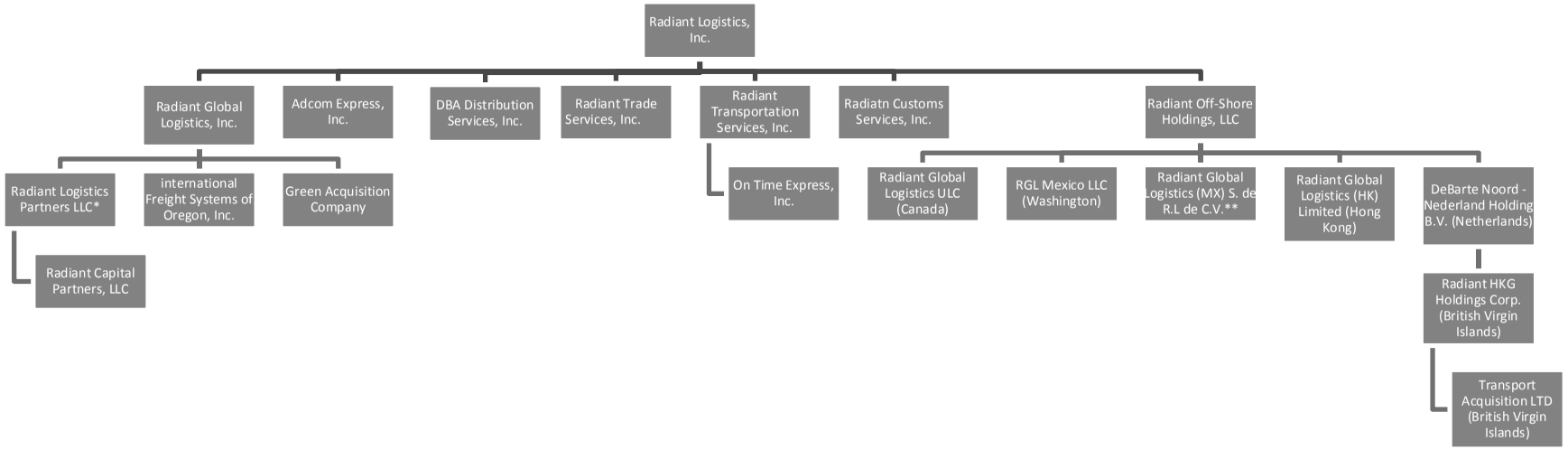
On June 28, 2006, we joined with Radiant Capital Partners, LLC ("**RCP**"), an affiliate of Mr. Crain, our Chief Executive Officer, to form Radiant Logistics Partners, LLC ("**RLP**"). RLP commenced operations in 2007 as a minority business enterprise for the purpose of enabling us to expand the scope of our service offerings to include participation in certain supplier diversity programs which would have otherwise not been available to us. RLP is owned 60% by Mr. Crain and 40% by us.

In the course of evaluating and approving the ownership structure, operations and economics emanating from RLP, a committee consisting of the independent Board members of the Company, considered, among other factors, the significant benefits provided to us through association with a minority business enterprise, particularly as many of our largest current and potential customers have a need for diversity offerings. In addition, the committee concluded the economic relationship with RLP was on terms no less favorable to us than terms generally available from unaffiliated third parties.

For the fiscal year ended June 30, 2014, RLP recorded $118,716 in commission revenues earned from members of the affiliated group, and reported a profit of $106,070. For the fiscal year ended June 30, 2013, RLP recorded $197,246 in commission revenues earned from members of the affiliated group, and reported a profit of $179,954.

Organizational Chart

The following diagram sets forth the relationship between us and our subsidiaries (not including any dormant/inactive entities)



*Radiant Logistics Partners, LLC is owned 40% by Radiant Global Logistics, Inc., and 60% by Radiant Capital Partners, LLC. The sole owner of Radiant Capital Partners, LLC is Bohn Crain, our chief executive officer. For additional information, see the section entitled "Certain Relationships and Transactions with Related Persons" above.

**Radiant Global Logistics (MX) S.de R.L.de C.V. is 99% owned by Radiant Off-Shore Holdings, LLC and 1% owned by RLG Mexico LLC.

Capital Stock

Radiant

We are authorized by our certificate of incorporation to issue 100,000,000 shares of common stock, par value US$0.001 per share (the "**Radiant Shares**"), and 5,000,000 shares of preferred stock, par value US$0.001 per shares, 1,150,000 shares of which have been designated as 9.75% Series A Cumulative Redeemable Perpetual Preferred Stock (the "Redeemable Preferred Shares").

As at December 31, 2014, there were (i) 34,704,864 Radiant Shares issued and outstanding, (ii) 839,200 Redeemable Preferred Shares issued and outstanding, and (iii) outstanding options and other equity awards providing for the issuance of 5,352,244 Radiant Shares upon the exercise or conversion thereof.

The Radiant Shares are listed on the NYSE MKT under the trading symbol "RLGT" and the Redeemable Preferred Shares are listed on the NYSE under the trading symbol "RLGT.PRA".

Purchaser

The authorized capital of the Purchaser consists of an unlimited number of common shares. In the near future, we intend to convert the Purchaser to an Ontario corporation and in connection therewith, we expect there to be an unlimited number of common shares that the Purchaser is authorized to issue.

As of the date hereof, there are 100 common shares the Purchaser issued and outstanding, which are held by Radiant Off-Shore Holdings, LLC, our wholly-owned subsidiary. The holders of the Purchaser's common shares are entitled to receive notice of and to attend all meetings of the Purchaser's shareholders and to one vote in respect of each common share held at all such meetings. The holders of the Purchaser's common shares will be entitled to receive dividends if, as and when declared by the board of directors of the Purchaser out of the assets of the Purchaser properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors of the Purchaser may from time to time determine. In the event of liquidation, dissolution or winding up of the Purchaser or other distribution of assets of the Purchaser or other distribution of assets of the Purchaser among its shareholders for the purpose of winding up its affairs, the holders of the Purchaser's common shares will, subject to the rights of any other class of shares of the Purchaser entitled to receive assets of the Purchaser upon such distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.

Consolidated Capitalization

The following table sets forth our consolidated capitalization as at December 31, 2014, the date of our most recent unaudited consolidated financial statements, adjusted to give effect to the Arrangement. The table should be read in conjunction with our unaudited consolidated financial statements as at and for the three and six months ended December 31, 2014 including the notes thereto, together with the management's discussion and analysis for the three months ended December 31, 2014 and the other financial information contained in or incorporated by reference in this Appendix G.

(in U.S. $ thousands)	**As of December 31, 2014 Before Giving Effect to the Arrangement**	**As of December 31, 2014 After Giving Effect to the Arrangement**
Liabilities	78,000	179,982
Stockholders' Equity		
Common Stock (100,000,000 shares authorized, 34,116,244 shares issued and outstanding)	16	23
Preferred Stock (5,000,000 shares authorized, 839,200 shares issued and outstanding	1	1
Additional Paid-In Capital	35,477	64,795
Deferred Compensation	(7)	(7)
Retained Earnings	7,654	7,654

(in U.S. $ thousands)	As of December 31, 2014 Before Giving Effect to the Arrangement	As of December 31, 2014 After Giving Effect to the Arrangement
Total Radiant Logistics, Inc. Stockholders' Equity	43,141	66,994
Non-controlling interest	67	67
Total Stockholders' Equity	43,208	67,061
Total Capitalization	121,208	247,043

Options to Purchase Securities

Descriptions of outstanding options and warrants to purchase Radiant Shares are contained in our Annual Report on Form 10-K (filed with the SEC on September 24, 2014 and available under Wheels' issuer profile on SEDAR at www.sedar.com) for the fiscal year ended June 30, 2014, our consolidated financial statements and related notes and other financial information contained therein and our Quarterly Reports on Form 10-Q (filed with the SEC on November 12, 2014 and February 12, 2015 and available under Wheels' issuer profile on SEDAR at www.sedar.com) for the quarterly periods ended September 30, 2014 and December 31, 2014, respectively, all of which are among the documents incorporated by reference into this Appendix G.

Between December 31, 2014 and February 15, 2015, we issued (i) options to purchase 3,182 Radiant Shares to our executive officers, (ii) options to purchase 3,525 Radiant Shares to executive officers of our subsidiaries, (iii) no options to purchase Radiant Shares to our employees, (iv) options to purchase 59,493 Radiant Shares to employees of our subsidiaries, and (v) no options to purchase Radiant Shares to our consultants. We have also not issued any options to our non-employee directors.

Principal Stockholders

The following table sets forth, as of February 20, 2015, information with respect to the securities holdings of all persons that we, pursuant to filings with the SEC and our stock transfer records, have reason to believe may be deemed the beneficial owner of more than 5% of our common stock. The following table also sets forth, as of such date, the beneficial ownership of our common stock by all of our current officers and directors, both individually and as a group.

The beneficial owners and amount of securities beneficially owned have been determined in accordance with Rule 13d-3 under the Exchange Act, and, in accordance therewith, for each person, includes all shares of our common stock that may be acquired by such person within 60 days of February 20, 2015 upon the exercise or conversion of any options, warrants or other convertible securities. This table has been prepared based on 34,712,244 Radiant Shares outstanding as at February 20, 2015. Unless otherwise indicated, each person or entity named below has sole voting and investment power with respect to all Radiant Shares beneficially owned by that person or entity, subject to the matters set forth in the footnotes to the table below. Unless otherwise provided, the address to each of the persons listed below is c/o Radiant Logistics, Inc. 405 114th Avenue SE, Third Floor, Bellevue, Washington 98004.

Beneficial Owner	Number of Radiant Shares	Percent of class
Bohn H. Crain	11,526,983[(1)]	32.3%
Douglas K. Tabor	3,287,716[(2)]	9.5%
Stephen M. Cohen	2,500,000[(3)]	7.2%
Stephen P. Harrington	1,648,182[(4)]	4.7%
Todd E. Macomber	393,498[(5)]	1.1%
Dan Stegemoller	329,229[(6)]	*
Jack Edwards	125,000[(7)]	*
Rob Hines Jr.	51,226[(8)]	*
Richard P. Palmieri	20,400[(9)]	*
All officers and directors as a group (7 persons)	14,094,518[(10)]	38.6%

* Represents less than one percent.

(1) Consists of 9,169,862 Radiant Shares held by Radiant Capital Partners, LLC over which Mr. Crain has sole voting and dispositive power, 1,329,234 Radiant Shares directly held by Mr. Crain, 2,329 of which are subject to forfeiture until vested, and 1,027,887 Radiant Shares issuable upon exercise of options. Does not include 57,950 Radiant Shares issuable upon exercise of options that are subject to vesting.

(2) This information is based on a Schedule 13G filed with the SEC on February 14, 2014 reporting that Mr. Tabor has sole voting power with respect to 3,250,716 Radiant Shares and shared voting power with Texas Time Express, Inc. over 37,000 Radiant Shares.

(3) Consists of Radiant Shares held of record by Mr. Cohen's wife over which he shares voting and dispositive power.

(4) Consists of Radiant Shares held by SPH Investments, Inc., over which Mr. Harrington has sole voting and dispositive power, and 80,000 Radiant Shares issuable upon exercise of options. Does not include 170,000 Radiant Shares issuable upon exercise of options that are subject to vesting.

(5) Consists of 3,453 Radiant Shares held directly by Mr. Macomber, 1,026 of which are subject to forfeiture until vested, and 390,045 Radiant Shares issuable upon exercise of outstanding options. Does not include 41,063 Radiant Shares issuable upon exercise of options that are subject to vesting.

(6) Consists of 218,195 Radiant Shares held directly by Mr. Stegemoller over which he shares voting and dispositive power, 1,222 of which are subject to forfeiture until vested, and 111,034 Radiant Shares issuable upon exercise of outstanding options. Does not include 21,603 Radiant Shares issuable upon exercise of options that are subject to vesting.

(7) Consists of 45,000 Radiant Shares held by Mr. Edwards over which he shares voting and dispositive power, and 80,000 Radiant Shares issuable upon exercise of options. Does not include 170,000 Radiant Shares issuable upon exercise of options that are subject to vesting.

(8) Consists of 51,226 Radiant Shares issuable upon exercise of outstanding options. Does not include 311,237 Radiant Shares issuable upon exercise of options that are subject to vesting.

(9) Consists of 400 Radiant Shares held by Mr. Palmieri over which he shares voting and dispositive power. Does not include 130,000 Radiant Shares issuable upon exercise of options that are subject to vesting.

(10) Includes 1,760,192 Radiant Shares issuable upon exercise of outstanding options. Does not include 901,853 Radiant Shares issuable upon exercise of options that are subject to vesting.

Trading Price and Volume of Radiant Shares

The Radiant Shares are listed for trading on the NYSE MKT under the symbol "RLGT". The following table sets forth, for the periods indicated, the high and low sales prices and the average trading volume of the Radiant Shares on the NYSE MKT.

Month	High (US$)	Low (US$)	Volume
2015			
February (1-20)	4.89	4.38	262,922
January	4.97	4.10	121,962
2014			
December	4.24	3.75	60,895

Month	High (US$)	Low (US$)	Volume
November	4.24	3.65	93,101
October	4.20	3.66	137,672
September	4.00	3.06	127,592
August	3.15	3.00	33,055
July	3.18	3.04	37,327
June	3.23	2.95	37,223
May	3.20	2.90	46,081
April	3.45	2.72	75,147
March	3.15	2.75	55,345
February	3.50	2.55	118,655
January	2.98	2.41	57,362

The closing price of the Radiant Shares on the NYSE MKT on January 16, 2015, the last trading day immediately before the announcement of the Arrangement, was US$4.42. The closing price of the Radiant Shares on the NYSE MKT on February 13, 2015 was US$4.58.

Dividend Policy

We have not paid any cash dividends on the Radiant Shares to date, and we have no intention of paying cash dividends on the Radiant Shares in the foreseeable future. Whether we declare and pay dividends will be determined by our Board of Directors at its discretion, subject to certain limitations imposed under Delaware law. The timing, amount and form of dividends, if any, will depend on, among other things, our results of operations, financial condition, cash requirements and other factors deemed relevant by our Board of Directors. Our ability to pay dividends is limited by the terms of our credit facility. Under our credit facility, we are prohibited from declaring and paying dividends unless: (i) there are no existing events of default under the credit facility or an event of default would not be caused by the declaration or payment of such dividend, and (ii) the amount available under the credit facility after the pro forma effect of such dividend is equal to the greater of 20% of the borrowing base under the credit facility or $5.0 million. We expect to have additional restrictions on our ability to declare dividends under our new indebtedness after the completion of the Wheels acquisition. For example, we expect that under our new credit facility, the amount available under the credit facility after the pro forma effect of such dividend will have to be at least the greater of (i) 20% of the aggregate of the lesser of: (a) the new credit facility, or (b) the sum of the US borrowing base and the Canadian borrowing base, and (ii) $12,500,000 (with no less than $7,500,000 in availability available to us and our U.S. subsidiaries).

In addition, so long as any of the Redeemable Preferred Shares remain outstanding, no dividend or distribution may be declared or paid on the Radiant Shares unless all accumulated and unpaid dividends have been paid on the Redeemable Preferred Shares, subject to exceptions, such as dividends on the Radiant Shares payable solely in Radiant Shares. Accordingly, holders of the Radiant Shares must rely on sales of their Radiant Shares after price appreciation, which may never occur, as the only way to realize a return on their Radiant Shares.

Principal Offices

Radiant's and Purchaser's principal offices are located at 405 114th Avenue, S.E., Third Floor, Bellevue, WA 98004, USA. The telephone number of Radiant's principal office is (425) 943-4599.

Auditors and Transfer Agent

Our auditors are Peterson Sullivan LLP, certified public accountants and advisors, and our transfer agent is Broadridge Financial Solutions, Inc., 1981 Marcus Avenue, Lake Success, NY 11042, USA.

Risk Factors

Our business and operations are, and will continue to be, subject to the risks described in our documents incorporated by reference in this Appendix G, including without limitation the risks described in Part I, Item 1.A, "Risk Factors" of our Annual Report filed on Form 10-K for the year ended June 30, 2014 filed with the SEC on September 24, 2014 and in Part II Item 1.A. of our Quarterly Report filed on Form 10-Q for the three month period ended December 31, 2014 filed with the SEC on February 12, 2015 (which are available under Wheels' issuer

profile on SEDAR at www.sedar.com). *Our business, financial condition, results of operations and cash flows could be materially adversely affected by any of these risks. The market or trading price of our securities could decline due to any of these risks. In addition to considering these risks, Wheels Shareholders should carefully consider the section entitled "Forward-Looking Statements" in this Appendix G, where additional uncertainties associated with the forward-looking statements included or incorporated by reference in this Appendix G are described. Please note that additional risks not presently known to us or that we currently deem immaterial may also impair our business and operations.*

In addition to risks associated with our business and operations, there are unique transactional risks associated with the Arrangement of which Wheels Shareholders should be aware.

We will incur substantial transaction fees and costs in connection with the Wheels acquisition.

We expect to incur a significant amount of non-recurring expenses in connection with the Wheels acquisition. Additional unanticipated costs may be incurred in the course of the integration of our businesses and the business of Wheels. We cannot be certain that the elimination of duplicative costs or the realization of other efficiencies related to the integration of the two businesses will offset the transaction and integration costs in the near term, or at all.

We and Wheels may be unable to obtain the court approvals required to complete the Wheels acquisition or, in order to do so, we and Wheels may be required to comply with material restrictions or conditions that may negatively affect the combined company after the Wheels acquisition is completed or cause us to abandon the Wheels acquisition.

Completion of the Wheels acquisition is contingent upon, among other things, the receipt of certain court approvals. We and Wheels can provide no assurance that all required court approvals will be obtained or that the approvals or consents will not contain terms, conditions or restrictions that would be detrimental to the combined company after completion of the Wheels acquisition.

Delays in completing the Wheels acquisition may substantially reduce the expected benefits of the Wheels acquisition.

Satisfying the conditions to, and completion of, the Wheels acquisition may take longer than, and could cost more than, we expect. Any delay in completing or any additional conditions imposed in order to complete the Wheels acquisition may materially adversely affect the synergies and other benefits that we expect to achieve from the Wheels acquisition and the integration of our businesses.

We will be subject to various uncertainties and contractual restrictions while the Wheels acquisition is pending that could adversely affect our financial results.

Uncertainty about the effect of the Wheels acquisition on employees, service providers, suppliers and customers may have an adverse effect on us. These uncertainties may impair our ability to attract, retain and motivate key personnel until the Wheels acquisition is completed and for a period of time thereafter, and could cause service providers, customers, suppliers and others who deal with us to seek to change existing business relationships with us. Employee retention and recruitment may be particularly challenging prior to completion of the Wheels acquisition, as employees and prospective employees may experience uncertainty about their future roles with the combined company.

The pursuit of the Wheels acquisition and the preparation for the integration of the two companies may place a significant burden on management and internal resources. Any significant diversion of management's attention away from ongoing business and any difficulties encountered in the transition and integration process could affect our financial results or the financial results of the combined company. In addition, the Wheels acquisition agreement restricts us from taking certain specified actions while the Wheels acquisition is pending without first obtaining Wheels' prior written consent. These restrictions may limit us from pursuing attractive business opportunities and making other changes to our business prior to completion of the Wheels acquisition or termination of the arrangement agreement with Wheels.

We and Wheels may experience difficulties in integrating our businesses, which could cause the combined company to fail to realize many of the anticipated potential benefits of the Wheels acquisition.

We and Wheels entered into the Arrangement Agreement with the expectation that the Arrangement will result in various benefits, including, among other things, enhanced operating efficiencies and cost savings. Achieving the anticipated benefits of the Wheels acquisition will depend in part upon whether our two companies integrate our businesses in an efficient and effective manner.

We and Wheels may not be able to accomplish this integration process successfully. The difficulties of combining the two companies' businesses potentially will include, among other things:

- the necessity of addressing possible differences, incorporating cultures and management philosophies, and the integration of certain operations following the transaction will require the dedication of significant management resources, which may temporarily distract management's attention from the day-to-day business of the combined company; and

- any inability of our management to cause best practices to be applied to the combined company's business.

An inability to realize the full extent of the anticipated benefits of the transaction, as well as any delays encountered in the transition process, could have an adverse effect upon the revenues, level of expenses and operating results of the combined company, which may affect the value of the Radiant Shares after the closing of the Arrangement.

We will incur a substantial amount of indebtedness in connection with our acquisition of Wheels, which could adversely affect our operations and flexibility and our ability to service our debt.

In connection with the closing of the Wheels acquisition, we expect to obtain (i) a new $65.0 million senior secured revolving cross-border credit facility (replacing our exiting $30.0 million facility), (ii) a CAD$29.0 million senior secured term loan, and (iii) a $25.0 million subordinated secured term loan. The proceeds of the foregoing facilities will be used to pay a portion of the Arrangement consideration and for general corporate purposes, including potential future acquisitions.

If we are unable to achieve sustained profitability and free cash flow in future periods, it could adversely affect our operations and our ability to service our debt and/or comply with the financial and/or operating covenants under our various debt instruments.

Upon consummation of the Arrangement, we will be subject to the risks normally associated with substantial indebtedness, including the risk that our operating revenues will be insufficient to meet required payments of principal and interest, and the risk that we will be unable to refinance existing indebtedness when it becomes due or, if we are unable to comply with the financial or operating covenants under our debt instruments, to obtain any necessary consents, waivers or amendments or that the terms of any such refinancing and/or consents, waivers or amendments will be less favorable than the current terms of such indebtedness. Our substantial indebtedness could also have the effect of:

- limiting our ability to fund (including by obtaining additional financing) the costs and expenses of the execution of our business strategy, future working capital, capital expenditures, advertising, promotional or marketing expenses, acquisitions, acquisition integration costs, investments, and other general corporate requirements;

- requiring us to dedicate a substantial portion of our cash flow from operations to payments on indebtedness, thereby reducing the availability of our cash flow for the execution of our business strategy and for other general corporate purposes;

- placing us at a competitive disadvantage compared to our competitors that have less debt;

- exposing us to potential events of default (if not cured or waived) under the financial and operating covenants contained in our debt instruments;

- limiting our flexibility in responding to changes in our business and the industry in which we operate; and

- making us more vulnerable in the event of adverse economic conditions or a downturn in our business.

The market price of the Radiant Shares may decline in the future should we be unable to achieve the perceived benefits of the Wheels acquisition.

The market price of the Radiant Shares may decline in the future as a result of the Wheels acquisition for a number of reasons, including our failure to achieve the perceived benefits of the Wheels acquisition, including financial and operating results, as rapidly as or to the extent anticipated by financial or industry analysts. These factors are, to some extent, beyond our control.

Presentation of Financial Information

The following summary of our consolidated financial data should be read together with the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K (filed with the SEC on September 24, 2014 and under Wheels' issuer profile on SEDAR at www.sedar.com) for the fiscal year ended June 30, 2014, our consolidated financial statements and related notes and other financial information contained therein and our Quarterly Reports on Form 10-Q (filed with the SEC on November 12, 2014 and February 12, 2015 and under Wheels' issuer profile on SEDAR at www.sedar.com) for the quarterly periods ended September 30, 2014 and December 31, 2014, respectively, all of which are among the documents incorporated by reference into this Appendix G. We derived the consolidated statement of operations data for the years ended June 30, 2014 and 2013 from our audited consolidated financial statements. Historical results are not necessarily indicative of the results to be expected in the future. Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America ("**U.S. GAAP**"), which differ in certain respects from the International Financial Reporting Standards used in Canada. Therefore the financial data contained in or incorporated by reference in this Circular may not be comparable to the financial data of Canadian companies.

	For the Six Months Ended December 31		For the Fiscal Years Ended June 30		
	2014	**2013**	**2014**	**2013**	**2012**
	(unaudited)				
	(US$ in thousands, except share and per share data)				
Statement of Operations Data:					
Revenues	$ 204,179,492	$ 160,845,380	$ 349,133,058	$ 310,835,104	$ 297,003,096
Cost of transportation	150,262,336	113,317,792	249,897,847	222,402,301	212,294,364
Net revenues	53,917,156	47,586,384	99,235,211	88,432,803	84,708,732
Operating partner commissions	28,877,261	26,540,852	53,654,531	52,465,832	52,427,051
Personnel costs	13,536,426	9,887,803	21,836,922	17,441,054	13,191,851
Selling, general and administrative expenses	5,530,284	4,892,249	10,728,131	8,440,603	11,348,154
Depreciation and amortization	2,378,794	2,071,754	4,532,135	3,943,795	3,142,849
Transition and lease termination costs	395,086	-	-	1,544,454	1,018,298
Change in contingent consideration	(720,296)	(212,567)	(2,040,567)	(2,825,000)	(900,000)
Total operating expenses	49,997,055	43,180,091	88,711,152	81,010,738	80,228,203
Income from operations	3,920,101	4,347,497	10,524,059	7,422,065	4,480,529
Other income (expense):					
Interest income	1,657	4,628	8,091	15,688	19,298
Interest expense	(187,901)	(1,016,456)	(1,194,303)	(2,015,944)	(1,269,439)
Loss on write-off of debt discount	-	(1,238,409)	(1,238,409)	-	-
Gain on litigation settlement, net	-	-	-	368,162	-
Other	187,555	92,746	164,382	346,617	323,620
Total other expense	1,311	(2,157,491)	(2,260,239)	(1,285,477)	(926,521)
Income before income tax expense	3,921,412	2,190,006	8,263,820	6,136,588	3,554,008
Income tax expense	(1,518,417)	(801,916)	(3,081,865)	(2,371,158)	(1,474,820)
Net income	2,402,995	1,388,090	5,181,955	3,765,430	2,079,188
Less: Net income attributable to non-controlling interest	(43,592)	(32,780)	(63,642)	(107,972)	(177,794)
Net income attributable to Radiant Logistics, Inc.	2,359,403	1,355,310	5,118,313	3,657,458	1,901,394
Less: Preferred stock dividends	(1,022,776)	68,499	(1,091,275)	-	-

Net income attributable to common stockholders	1,336,627	$ 1,286,811	$ 4,027,038	$ 3,657,458	$ 1,901,394
Net income per common share:					
Basic	$ 0.04	$ 0.04	$ 0.12	$ 0.11	$ 0.06
Diluted	$ 0.04	$ 0.04	$ 0.11	$ 0.10	$ 0.05
Weighted average shares outstanding:					
Basic shares	34,488,616	33,469,659	33,716,367	33,120,767	32,260,375
Diluted shares	36,005,995	35,262,202	35,458,401	34,910,911	35,113,021

Unaudited Pro Forma Condensed Financial Information of Radiant

The unaudited pro forma adjustments are based on currently available information and certain assumptions that management believes are reasonable. The unaudited pro forma condensed financial information should be read in conjunction with the historical financial information and related financial statements and accompanying footnotes of Wheels and Radiant that are incorporated by reference into this Appendix G.

The following unaudited pro forma combined condensed financial statements give effect to the proposed Arrangement among Radiant, the Purchaser and Wheels. Subject to the terms and conditions of the Arrangement Agreement, the Purchaser has agreed to acquire all of the Wheels Shares as set out in the Circular and Plan of Arrangement. Under the Arrangement, each Wheels Shareholder may elect to receive, in respect of each Wheels Share, either (i) Cash Consideration of CDN$0.77 per Wheels Share, (ii) Share Consideration of 0.151384 Radiant Shares per Wheels Share, or (iii) a combination of the Cash Consideration and the Share Consideration.

The Share Consideration is subject to proration so that the total amount of Radiant Shares issued in connection with the Arrangement (i) is a minimum of 4,540,254 Radiant Shares, or approximately 13% of the issued and outstanding Radiant Shares, and (ii) a maximum of 6,900,000 Radiant Shares, or approximately 19% of the issued and outstanding Radiant Shares. The following unaudited pro forma combined condensed financial statements have been prepared with the assumption that Wheels Shareholders will elect to receive 6,900,000 Radiant Shares as Share Consideration. However, if the Wheels Shareholders elect to receive a higher proportion of Cash Consideration than we are assuming, then the number of Radiant Shares issuable to Wheels Shareholders will be reduced, subject to the minimum threshold of 4,540,254 Radiant Shares.

The unaudited pro forma combined condensed financial statements are based on estimates and assumptions and have been made solely for purposes of developing such pro forma information. The final determination of fair value of the assets of Wheels acquired through the Arrangement and resulting goodwill and other intangible assets may differ from that reflected in the pro forma combined condensed income statements and balance sheet. The final purchase price allocation is to be determined subsequent to the completion of the Arrangement.

The unaudited pro forma combined condensed financial statements have been prepared by the application of pro forma adjustments to Radiant's historical financial statements, prepared in accordance with U.S. GAAP, and the historical financial statements and results of Wheels. For purposes of presenting the unaudited pro forma combined condensed financial information, the historical financial information of Wheels has been adjusted to conform to U.S. GAAP and has been converted into U.S. dollars using the exchange rate at the balance sheet date for the balance sheet and at the average exchange rate for the periods for the statements of income. However, based upon our review of the foregoing accounting principles, we believe that there are no material differences between U.S. GAAP and Canadian GAAP as it pertains to the unaudited pro forma combined condensed financial statements contained herein and therefore no reconciliation of U.S. GAAP to Canadian GAAP is required.

The pro forma adjustments give effect to: (i) the equity portion of the purchase price at an expected 33.3% of the total consideration, which amounts to US $29.3 million and the issuance of 6,900,000 Radiant Shares using a price of USD$4.25 per share, (ii) Radiant financing the Arrangement with net debt of USD $58.8 million, funded through commitments from Bank of America, N.A. ("**BofA**") for a new USD $65.0 million senior secured revolving cross-border credit facility (replacing Radiant's existing USD $30.0 million facility); a new CDN $29.0 million secured Canadian term loan from Integrated Private Debt Fund IV LP ("**IPD**"), and a USD $25.0 million subordinated secure term loan from Alcentra Capital Corporation and Triangle Capital Corporation ("**Alcentra/Triangle**").

Radiant's fiscal year end is June 30 and Wheels' fiscal year end is December 31. The unaudited pro forma combined condensed balance sheet as of December 31, 2014 is presented as if the transaction had been completed on

December 31, 2014 and, due to different fiscal periods, combine Radiant's historical balance sheet as of December 31, 2014 and the historical balance sheet of Wheels as of September 30, 2014. The unaudited pro forma combined condensed statement of income for the 12 months ended September 30, 2014, due to different fiscal periods, combines Radiant's historical unaudited trailing twelve month results for September 30, 2014 and the historical unaudited results of Wheels for the trailing twelve months ended September 30, 2014 prepared solely for such purposes. The unaudited pro forma combined condensed statements of income for the 12 months ended September 30, 2014 give effect to the transaction as if the transaction had occurred as of October 1, 2013. The unaudited pro forma combined condensed statement of income for the six months ended December 31, 2014, due to different fiscal periods, combines Radiant's historical unaudited results for the six months ended December 31, 2014 and the historical unaudited results for Wheels for the six months ended September 30, 2014. The unaudited pro forma combined condensed statements of income for the six months ended December 31, 2014, give effect to the transaction as if the transaction had occurred as of July 1, 2014. The pro forma adjustments are based upon available information, preliminary estimates and certain assumptions that Radiant's management believes are reasonable, and are described in the accompanying notes. Radiant's management does not believe that the pro forma combined condensed financial statements would be materially impacted by any adjustments required to conform Radiant's and Wheels' fiscal year ends.

The Plan of Arrangement will be accounted for using the purchase method of accounting in accordance ASC 805 – *Business Combinations* and the resulting goodwill and other intangible assets will be accounted for under ASC 350, *Intangibles – Goodwill and Other.* The total purchase price has been preliminarily allocated to the tangible and intangible assets indirectly acquired and liabilities indirectly assumed under the Arrangement based on Radiant management's estimates of current fair values, and changes are expected as additional information becomes available. As a result, actual asset and liability values and related operating results may differ materially from those reflected in the unaudited pro forma combined condensed financial data included herein.

The unaudited pro forma combined condensed financial data is provided for informational purposes only and should not be considered indicative of actual balance sheet data or operating results that would have been achieved had the Arrangement been consummated on the dates indicated and do not purport to indicate balance sheet data or results of operations as of any future date or for any future period.

The unaudited pro forma combined condensed financial data is derived from and should be read in conjunction with the applicable consolidated financial statements of each of Radiant and Wheels (available under Wheels' issuer profile on SEDAR at www.sedar.com) and the related notes thereto.

Radiant Logistics, Inc.
Unaudited Pro Forma Combined Condensed Balance Sheets
As of December 31, 2014
(U.S. Dollars in thousands)

	Historical Radiant December 31, 2014	Historical Wheels September 30, 2014	Pro Forma Adjustments	Notes	Pro Forma As Adjusted
ASSETS					
Current assets:					
Cash and cash equivalents	$ 1,718	$ 2,367	$ 58,782	(1)	$ 2,035
			(54,310)	(1)	
			(5,472)	(2)	
			(1,050)	(3)	
Accounts receivable, net	63,415	36,915	—		100,330
Current portion of employee and other receivables	302	—	—		302
Income tax deposit	649	366	—		1,015
Prepaid expenses and other current assets	5,424	1,060	—		6,484
Deferred tax asset	389	—	—		389
Total current assets	71,897	40,708	(2,050)		110,555
Furniture and equipment, net	2,457	6,527	—		8,984
Acquired intangibles, net	16,784	11,891	12,491	(1)	41,166
Goodwill	29,467	28,261	26,773	(1)	84,501
Employee and other receivables, net of current portion	7	—	—		7
Deposits and other assets	596	184	1,050	(3)	1,830
Deferred tax asset – long term	—	2,543	(2,543)	(4)	—
Total long-term assets	49,311	49,406	37,771		136,488
Total assets	$ 121,208	$ 90,114	$ 35,721		$ 247,043
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Accounts payable and accrued transportation costs	$ 46,449	$ 34,104	$ —		$ 80,553
Commissions payable	6,616	—	—		6,616
Other accrued costs	2,480	—	—		2,480
Current portion of notes payable	123	5,331	(5,331)	(1)	123
Current portion of contingent consideration	2,425	—	—		2,425
Current portion of lease liabilities	328	69	—		397
Redeemable convertible preference shares	—	6,331	(6,331)	(1)	—
Other current liabilities	21	21	—		42
Total current liabilities	58,442	45,856	(11,662)		92,636
Notes payable, net of current portion	8,754	12,531	(12,531)	(1)	67,536
			58,782	(1)	
Contingent consideration, net of current portion	8,015	—	—		8,015
Lease liabilities, net of current portion	768	584	—		1,352
Deferred tax liability	1,999	—	(2,543)		9,209
			9,753		
Other long-term liabilities	22	1,212	—		1,234
Total long-term liabilities	19,558	14,327	53,461		87,346
Total liabilities	78,000	60,183	41,799		179,982
Stockholders' equity:					
Preferred stock	1	489	(489)	(1)	1
Common stock	16	48,927	(48,927)	(1)	23
			7	(5)	
Additional paid-in capital	35,477	—	29,318	(5)	64,795
Deferred compensation	(7)	—	—		(7)
Accumulated other comprehensive income	—	764	(764)	(1)	—
Retained earnings	7,654	(20,249)	20,249	(1)	7,654
			(5,472)	(2)	(5,472)
Total Radiant Logistics, Inc. stockholders' equity	43,141	29,931	(6,078)		66,994
Non-controlling interest	67	—	—		67
Total stockholders' equity	43,208	29,931	(6,078)		67,061
Total liabilities and stockholders' equity	$ 121,208	$ 90,114	$ 35,721		$ 247,043

Radiant Logistics, Inc.
Unaudited Pro Forma Combined Condensed Statements of Income
For the Twelve Months Ended September 30, 2014
(U.S. Dollars in thousands)

	Radiant Twelve Months Ended September 30, 2014	Wheels Twelve Months Ended September 30, 2014	Pro Forma Adjustments	Notes	Pro Forma As Adjusted
Revenues	$ 370,663	$ 340,641	$ —		$ 711,304
Cost of transportation	268,323	296,668	—		564,991
Net revenues	102,340	43,973	—		146,313
Operating partner commissions	53,999	—	—		53,999
Personnel costs	23,905	26,772	(1,135)	(6)	49,464
			(78)	(7)	
Selling, general and administrative expenses	11,112	10,212	(111)	(8)	20,816
			(397)	(9)	
Depreciation and amortization	4,981	6,085	4,876	(10)	11,626
			(4,316)	(11)	
Lease termination costs	—	—	—		—
Restructuring costs	—	772	—		772
Impairment on impairment of intangible assets	—	831	—		831
Change in contingent consideration	(2,396)	(925)	—		(3,321)
Total operating expenses	91,601	43,747	(1,161)		134,187
Income from operations	10,739	226	1,161		12,126
Other income (expense):					
Interest income	6	1,227	(1,227)	(12)	6
Interest expense	(765)	(3,139)	3,139	(12)	(5,966)
			(5,201)	(13)	
Loss on write-off of debt discount	(1,238)	—	—		(1,238)
Other	207	132	—		339
Total other income (expense)	(1,790)	(1,780)	(3,289)		(6,859)
Income (loss) before income tax benefit (expense)	8,949	(1,554)	(2,128)		5,267
Income tax benefit (expense)	(3,332)	1,072	417	(14)	(1,843)
Net income (loss)	5,617	(482)	(1,711)		3,424
Less: Net income attributable to non-controlling interest	(69)	—	—		(69)
Net income (loss)	5,548	(482)	(1,711)		3,355
Less: Preferred stock dividends	(1,603)	—	—		(1,603)
Net income attributable to common stockholders	$ 3,945	$ (482)	$ (1,711)		$ 1,752
Net income per common share:					
Basic	$ 0.12				$ 0.04
Diluted	$ 0.11				$ 0.04
Weighted average shares outstanding:					
Basic shares	33,971,501		6,900,000		40,871,501
Diluted shares	35,631,086		6,900,000		42,531,086

Radiant Logistics, Inc.
Unaudited Pro Forma Combined Condensed Statements of Income
For the Six Months Ended December 31, 2014
(U.S. Dollars in thousands)

	Radiant Six Months Ended December 31, 2014	Wheels Six Months Ended September 30, 2014	Pro Forma Adjustments	Notes	Pro Forma As Adjusted
Revenues	$ 204,179	$ 171,695	$ —		$ 375,874
Cost of transportation	150,262	149,893	—		300,155
Net revenues	53,917	21,802	—		75,719
Operating partner commissions	28,877	—	—		28,877
Personnel costs	13,537	12,955	(560)	(6)	25,936
			4	(7)	
Selling, general and administrative expenses	5,530	5,100	(51)	(8)	9,918
			(161)	(9)	
			(500)	(15)	
Depreciation and amortization	2,379	3,020	2,438	(10)	5,661
			(2,176)	(11)	
Lease termination costs	395	—	—		395
Restructuring costs	—	—	—		—
Impairment on impairment of intangible assets	—	831	—		831
Change in contingent consideration	(721)	(925)	—		(1,646)
Total operating expenses	49,997	20,981	(1,006)		69,972
Income from operations	3,920	821	1,006		5,747
Other income (expense):					
Interest income	2	473	(473)	(12)	2
Interest expense	(188)	(1,566)	1,566	(12)	(2,789)
			(2,601)	(13)	
Other	187	141	—		328
Total other income (expense)	1	(952)	(1,508)		(2,459)
Income (loss) before income tax benefit (expense)	3,921	(131)	(502)		3,289
Income tax benefit (expense)	(1,518)	261	106	(14)	(1,151)
Net income	2,403	130	(396)		2,138
Less: Net income attributable to non-controlling interest	(44)	—	—		(44)
Net income attributable to Radiant Logistics, Inc.	2,359	130	(396)		2,094
Less: Preferred stock dividends	(1,022)	—	—		(1,022)
Net income attributable to common stockholders	$ 1,337	$ 130	$ (396)		$ 1,072
Net income per common share:					
Basic	$ 0.04				$ 0.03
Diluted	$ 0.04				$ 0.02
Weighted average shares outstanding:					
Basic shares	34,488,616		6,900,000		41,388,616
Diluted shares	36,005,995		6,900,000		42,905,995

Radiant Notes to Unaudited Pro Forma Combined Condensed Financial Statements

In preparation of the unaudited pro forma combined condensed financial statements, the following significant assumptions and adjustments have been made. Pro forma adjustments reflect only those adjustments which are factually determinable and do not include the impact of contingencies. Pro forma adjustments include the following:

(1) Adjustments to record the fair value of the assets of Wheels to be indirectly acquired and the liabilities to be assumed under the Arrangement, subject to adjustment pending the completion of a post-closing review of the purchased assets. The aggregate purchase price to be paid for Wheels is estimated at US $88.1 million. The pro forma information includes the expected payment of US $30.1 million in cash consideration, expected issuance of 6,900,000 Radiant Shares with an assumed value of US $29.3 million, and the Debt assumed from Wheels US $28.7 million including Wheels costs relating to the Arrangement. The assumed Debt of Wheels is expected to be repaid on closing. US $5.5 million of anticipated costs relating to the Arrangement which include legal costs, accounting costs and fees of financial advisors. The issuance of Radiant Shares related to the equity portion of the purchase price is based upon an agreed on conversion price of US $4.25. The Cash Consideration including repayment of Wheels' Debt is to be funded with commitments from BofA for a new US $65.0 million senior secured revolving cross-border credit facility (replacing Radiant's existing USD $30.0 million facility); a new CND$29.0 million secured Canadian term loan from IPD, and a USD $25.0 million subordinated secured term loan from Alcentra/Triangle. The preliminary purchase price allocation is based on Radiant's current estimates of respective fair values.

Below is a table of the estimated purchase price and the preliminary purchase price allocation for Wheels as of December 31, 2014. The purchase price and purchase price allocation are subject to change based upon, among other things, final valuations and appraisals. Therefore, the final amounts to be allocated to assets and liabilities may differ from those amounts included hereto and such differences may be material.

Estimated purchase price (U.S. dollars in thousands):	
Cash	$ 30,117
Stock	29,325
Debt assumed from Wheels (including Wheels transaction expenses)	28,665
Total estimated purchase price	$ 88,107
Preliminary purchase price allocation (U.S. dollars in thousands):	
Fair value of net assets acquired from Wheels	$ 13,972
Identifiable intangible assets	25,947
Goodwill	49,188
Total estimated purchase price	$ 88,107

(2) Adjustment to record estimated transaction expenses of US $4,472,000 for Wheels and US $1,000,000 for Radiant.

(3) Adjustment to record estimated loan fees for BofA, IPD, and Alcentra/Triangle.

(4) Adjustment to net long-term deferred taxes.

(5) Adjustment to record the maximum issuance of 6,900,000 Radiant Shares, at a par value of US $0.001.

(6) Adjustment to remove US $1,135,000 and US $560,000 for certain Founders expenses of Wheels not expected to be incurred associated with the Arrangement for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively.

(7) Adjustment to remove US $78,000 and US ($4,000) for Wheels share-based compensation expense not expected to be incurred associated with the Arrangement for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively.

(8) Adjustment to remove US $111,000 and US $51,000 for certain Founders expenses of Wheels not expected to

be incurred associated with the Arrangement for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively.

(9) Adjustment to remove US $397,000 and US $161,000 for board compensation expenses of Wheels not expected to be incurred associated with the Arrangement for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively.

(10) Adjustment to eliminate amortization expense of US $4,316,000 and US $2,176,000 for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively, related to intangible assets of Wheels existing prior to the Arrangement.

(11) Adjustment to record amortization expense of US $4,876,000 and US $2,438,000 for the identifiable intangible assets associated with the Arrangement for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively. Finalization of the allocation of the purchase price to tangible and identifiable intangible assets indirectly acquired and liabilities indirectly assumed under the Arrangement Agreement are preliminary and actual results could be materially different. The acquired identifiable intangible assets will be amortized using an accelerated method over approximately five years and non-compete agreements will be amortized using the straight-line method over the term of the underlying agreements.

(12) Adjustment to eliminate interest income of US $1,227,000 and US $473,000, and interest expense of US $3,139,000 and US $1,566,000 for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively, related to Wheels existing prior to the Arrangement.

(13) Adjustment to record interest expense of US $5,201,000 and US $2,601,000 for the year ended September 30, 2014 and the six months ended December 31, 2014, respectively, on the increased borrowings on the commitments from BofA for a new USD $65.0 million senior secured revolving cross-border credit facility (replacing Radiant's existing USD $30.0 million facility), the CDN $29.0 million 6.65% term loan from IPD, and the US $25.0 million 12.0% subordinated secured term loan from Alcentra/Triangle, to be used to fund the Cash Consideration as if the Arrangement had been completed at October 1, 2013 for the year ended September 30, 2014 and on July 1, 2014 for the six months ended December 31, 2014, and which includes amortization of deferred debt issuance costs related to the BofA credit facility, the IPD term loan and Alcentra/Triangle subordinated debt.

(14) Adjustment to record income tax expense related to the pro forma adjustments. Income tax adjustments have been calculated using an estimated blended income tax rate of 35.0%. The pro forma consolidated provision for income taxes may not represent amounts that would have resulted had Radiant and Wheels filed consolidated income tax returns during the periods presented.

(15) Adjustment to remove US $500,000 of transaction expenses incurred by Radiant during the six months ended December 31, 2014.

APPENDIX H

COMPARISON OF RIGHTS OF WHEELS SHAREHOLDERS AND RADIANT STOCKHOLDERS

The rights of Wheels Shareholders are governed by the OBCA and by Wheels' articles and by-laws. Following the Arrangement, Wheels Shareholders who receive Radiant Shares pursuant to the Arrangement will become stockholders of Radiant and their rights will be governed by the DGCL and by Radiant's certificate of incorporation and by-laws.

The following is a summary of the material differences between the rights of Wheels Shareholders and the rights of stockholders of Radiant. This summary is not a complete comparison of rights that may be of interest, and Wheels Shareholders are therefore urged to read the full text of the respective certificates of incorporation, articles and by-laws, as applicable, of Wheels under its issuer profile at www.sedar.com and of Radiant under its issuer profile at www.sec.gov under the Radiant issuer profile.

	Wheels Shareholder Rights	**Radiant Stockholder Rights**
Authorized Share Capital	Wheels is authorized by its articles to issue an unlimited number of shares of one class designated as common shares without par value and an unlimited number of preferred shares issuable in series.	Radiant is authorized by its certificate of incorporation to issue 105 million shares of stock, consisting of (i) 100 million shares of common stock, each share having a par value of US$0.001 and (ii) five million shares of preferred stock, each share having a par value of US$0.001. The board of directors may fix preferences, rights, limitations and restrictions on the preferred stock, or any series thereof, to the extent permitted by Section 151 of the DGCL.
Voting Rights	Each holder of Wheels Shares is entitled to receive notice of and attend all meetings of Wheels Shareholders and to vote thereat, except meetings at which only holders of a specified class of shares (other than Wheels Shares) or specified series of shares are entitled to vote. At all meetings at which notice must be given to the holders of Wheels Shares, each holder of Wheels Shares shall be entitled to one vote in respect of each Wheels Share held by such holder.	Each common stock holder of record is entitled to vote at any meeting of stockholders and shall be entitled to one vote for each share of capital stock.
Shareholder Approval of Business Combinations; Fundamental Changes	Certain fundamental changes such as amendments to articles, certain by-law amendments, certain amalgamations (other than with certain affiliated corporations), continuances to another jurisdiction and sales, leases or exchanges of all or substantially all of the property of a corporation (other than in the ordinary course of business) and other extraordinary corporate actions such as liquidations, dissolutions and arrangements (if ordered by a court) are required to be approved by special resolution. Under the OBCA, A special resolution is a resolution (i) passed by not less than two thirds of the votes cast by the shareholders who voted in respect of the resolution at a meeting duly called and held for that purpose or (ii) signed by each shareholder entitled to vote on the resolution or the shareholder's attorney authorized in writing. In certain cases, a special resolution to approve an	Under the DGCL, a merger, consolidation, sale, lease, exchange or other disposition of all or substantially all of the property of a corporation not in the usual and regular course of the corporation's business, or a dissolution of the corporation, is generally required to be approved by the holders of a majority of the shares entitled to vote on the matter, unless the certificate of incorporation provides otherwise. In addition, mergers in which one corporation owns 90% or more of each class of stock of a second corporation may be completed without the vote of the second corporation's board of directors or stockholders. In certain situations, the approval of a business combination may require approval by a certain number of the holders of a class or series of shares. The DGCL does not contain a procedure comparable to a plan of arrangement under the OBCA.

	Wheels Shareholder Rights	Radiant Stockholder Rights
	extraordinary corporate action is also required to be approved separately by the holders of a class or series of shares, including in certain cases a class or series of shares not otherwise carrying voting rights (unless in certain cases the share provisions with respect to such class or series of shares provides otherwise). In addition, the OBCA provides that, where it is not practicable for a corporation (that is not an insolvent corporation) to effect such a fundamental change under any other provision contemplated under the OBCA, the corporation may apply to a court for an order approving an arrangement. In general, a plan of arrangement is approved by a corporation's board of directors and then is submitted to a court for approval. It is not unusual for a corporation in such circumstances to apply to a court initially for an interim order governing various procedural matters prior to calling any security holder meeting to consider the proposed arrangement. The court determines to whom notice shall be given and whether, and in what manner, approval of any person is to be obtained and also determines whether any shareholders may dissent from the proposed arrangement and receive payment of the fair value of their shares. Following compliance with the procedural steps contemplated in any such interim order (including as to obtaining security holder approval), the court would conduct a final hearing and approve or reject the proposed arrangement. Subject to approval by the persons entitled to notice and to issuance of the final order, articles of arrangement are executed and filed by the corporation. The articles of arrangement must contain details of the plan, the court's approval and the manner in which the plan was approved, if so required by the court order. Finally, the articles of arrangement are filed with the Director, which after such filing issues a certificate of arrangement. The arrangement becomes effective on the date shown in the certificate of arrangement.	Under Section 203 of the DGCL, a corporation may not engage in any "business combination" with any interested stockholder unless certain exceptions apply. These restrictions will not apply if the corporation's original certificate of incorporation contains a provision expressly electing not to be governed by these provisions or if the corporation's certificate of incorporation or by-laws are amended to contain such a provision or under certain other circumstances. Radiant has not made such an election and thus Radiant is subject to Section 203 of the DGCL. See also "Special Vote Required for Combinations with Interested Shareholders" section below" describing certain restrictions on business combinations with interested stockholders.
Special Vote Required for Combinations with Interested Shareholders	The OBCA does not contain a provision comparable to Section 203 of the DGCL with respect to business combinations. However, MI 61-101 contains detailed requirements in connection with "related party transactions." A related party transaction means, generally, any transaction by which an issuer, directly or indirectly, consummates one or more specified transactions with a related party, including purchasing or disposing of an asset, issuing securities or assuming liabilities. "Related party" as defined in MI 61-101 includes (i) directors and senior officers of the	Section 203 of the DGCL provides (in general) that a corporation may not engage in a business combination with an interested stockholder for a period of three years after the time of the transaction in which the person became an interested stockholder. The prohibition on business combinations with interested stockholders does not apply in some cases, including if: (i) the board of directors of the corporation, prior to the time of the transaction in which the person became an interested stockholder, approves (a) the business combination or (b) the transaction in which the

	Wheels Shareholder Rights	Radiant Stockholder Rights
	issuer, (ii) holders of voting securities of the issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, and (iii) holders of a sufficient number of any securities of the issuer to materially affect control of the issuer. MI 61-101 requires, subject to certain exceptions, specific detailed disclosure in the proxy (information) circular sent to security holders in connection with a related party transaction where a meeting is required and, subject to certain exceptions, the preparation of a formal valuation of the subject matter of the related party transaction and any non-cash consideration offered in connection therewith, and the inclusion of a summary of the valuation in the proxy circular. MI 61-101 also requires, subject to certain exceptions, that an issuer not engage in a related party transaction unless the disinterested shareholders of the issuer have approved the related party transaction by a simple majority of the votes cast.	stockholder becomes an interested stockholder; (ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or (iii) the board of directors and the holders of at least 66⅔% of the outstanding voting stock not owned by the interested stockholder approve the business combination on or after the time of the transaction in which the person became an interested stockholder. For the purpose of Section 203, the DGCL generally defines an interested stockholder to include any person who, together with that person's affiliates or associates, (i) owns 15% or more of the outstanding voting stock of the corporation, or (ii) is an affiliate or associate of the corporation and owned 15% or more of the outstanding voting stock of the corporation at any time within the previous three years.
Appraisal Rights; Rights to Dissent; Compulsory Acquisition	The OBCA provides that shareholders of a corporation are entitled to exercise dissent rights in respect of certain matters and to be paid the fair value of their shares in connection therewith. Such matters include, among others: (i) an amalgamation with another corporation (other than with certain affiliated corporations); (ii) an amendment to the corporation's articles to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of the class in respect of which a shareholder is dissenting; (iii) an amendment to the corporation's articles to add, change or remove any restriction on the business or businesses that the corporation may carry on; (iv) a continuance under the laws of another jurisdiction; (v) a sale, lease or exchange of all or substantially all of the property of the corporation other than in the ordinary course of business; and (vi) a court order permitting a shareholder to dissent in connection with an application to the court for an order approving an arrangement proposed by the corporation. The OBCA's oppression remedy enables a court to make any order, both interim and final, to rectify the matters complained of if the court is satisfied upon application by a complainant (as defined below) that: (i) any act or omission of the corporation or an affiliate effects or threatens to effect a result; (ii) the business or affairs of the corporation or an affiliate are or have been or are threatened to be carried on or conducted in a manner; or (iii) the powers of the directors of the corporation or an affiliate are or have been or are	Under the DGCL, a stockholder of a corporation does not have appraisal rights in connection with a merger or consolidation, if, among other things: (i) the corporation's shares are listed on a national securities exchange or held of record by more than 2,000 stockholders; or (ii) the corporation will be the surviving corporation of the merger and no vote of its stockholders is required to approve the merger. The DGCL grants appraisal rights only in the case of mergers or consolidations and not in the case of a sale or transfer of assets or a purchase of assets for stock. However, a stockholder is entitled to appraisal rights in the case of a merger or consolidation if the stockholder is required to accept in exchange for the shares anything other than: (i) shares of stock of the corporation surviving or resulting from the merger or consolidation; (ii) shares of any other corporation that on the effective date of the merger or consolidation will be either listed on a national securities exchange or held of record by more than 2,000 stockholders; or (iii) cash instead of fractional shares of the corporation. The Radiant Shares are currently listed on the NYSE MKT and it is expected that, at the Effective Time, the Radiant Shares to be issued pursuant to the Plan of Arrangement will be authorized for listing on the NYSE MKT, subject only to satisfaction of standard conditions. There is no remedy under the DGCL that is comparable to the OBCA's oppression remedy.

threatened to be exercised in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer of the corporation.

A "complainant" means: (i) a present or former registered holder or beneficial owner of securities of a corporation or any of its affiliates; (ii) a present or former officer or director of the corporation or any of its affiliates; and (iii) any other person who in the discretion of the court is a proper person to make such application.

The oppression remedy provides the court with extremely broad and flexible jurisdiction to intervene in corporate affairs to protect shareholders and other complainants. The court may order a corporation to pay the interim expenses of a complainant seeking an oppression remedy, but the complainant may be held accountable for such interim costs on final disposition of the complaint (as in the case of a derivative action). The complainant is not required to give security for costs in an oppression action.

The OBCA provides that if, within 120 days after the date of a take-over bid made to shareholders of a corporation, the bid is accepted by the holders of not less than 90% of the shares (other than the shares held by the offeror or an affiliate of the offeror) of any class of shares to which the bid relates, the offeror is entitled to acquire (on the same terms on which the offeror acquired shares under the take-over bid) the shares held by those holders of shares of that class who did not accept the take-over bid. If a shareholder who did not accept the take-over bid (a dissenting offeree) does not receive an offeror's notice, with respect to a compulsory acquisition (as described in the preceding sentence), that shareholder may require the offeror to acquire those shares on the same terms under which the offeror acquired (or will acquire) the shares owned by the shareholders who accepted the takeover bid.

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Shareholder Consent to Action Without a Meeting	Under the OBCA, shareholder action without a meeting may be taken by written resolution signed by all shareholders who would be entitled to vote on the relevant issue at a meeting (other than where a written statement is submitted by a director or auditor giving reasons for resigning or for opposing any proposed action or resolution, in accordance with the OBCA).	Under the DGCL, unless otherwise provided in the certificate of incorporation, any action that can be taken at a meeting of the stockholders may be taken without a meeting and without prior notice if written consent to the action is signed by the holders of outstanding stock having the minimum number of votes necessary to authorize or take the action at a meeting of the stockholders and prompt notice of the taking of such action is given to those stockholders who have not signed the written consent and who would have been entitled to notice of such meeting. Radiant's certificate of incorporation and by-laws do not restrict stockholder action by written consent.
Special Meetings of Shareholders	Under the OBCA, the holders of not less than 5% of the issued shares of a corporation that carry the right to vote at the special meeting sought to be held may require that the directors call a meeting of shareholders. Upon meeting the technical requirements set out in the OBCA for making such a request, the directors of the corporation must call a meeting of shareholders. If they do not call such meeting within 21 days after receiving the request, any shareholder who signed the request may call the special meeting.	Under the DGCL, a special meeting of stockholders may be called only by the board of directors or by persons authorized in the certificate of incorporation or the by-laws. Radiant's by-laws provide that special meetings of the stockholders may be called at any time by Radiant's board of directors, or by a committee of the board of directors, or upon the written request of a stockholder or stockholders holding of record at least 10% of the outstanding shares of Radiant.
Distributions and Dividends; Repurchases and Redemptions	Under the OBCA, a corporation may pay a dividend by issuing fully paid shares of the corporation. A corporation may also pay a dividend in money or property unless there are reasonable grounds for believing that: (i) the corporation is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities and stated capital of all classes. Under the OBCA, the purchase or other acquisition by a corporation of its shares is generally subject to solvency tests similar to those applicable to the payment of dividends, as set out above. The OBCA provides that no rights, privileges, restrictions or conditions attached to a series of shares shall confer on a series a priority in respect of dividends or return of capital over any other series of shares of the same class that are then outstanding.	Under the DGCL, a corporation may, subject to any restrictions in its certificate of incorporation, pay dividends out of capital surplus and, if there is no surplus, out of net profits for the current and/or the preceding fiscal year, unless the net assets of the corporation are less than the capital represented by issued and outstanding shares having a preference on asset distributions. Surplus is defined in the DGCL as the excess of the net assets over capital, as such capital may be determined by the board. A Delaware corporation may purchase or redeem shares of any class except when its capital is impaired or would be impaired by the purchase or redemption. A corporation may, however, purchase or redeem out of capital, shares that are entitled upon any distribution of its assets to a preference over another class or series of its shares if the shares are to be retired and the capital reduced.
Number of Directors; Vacancies on the Board of Directors	The OBCA provides that a corporation shall have one or more directors, but a corporation whose shares are publicly traded shall have not fewer than three directors. At least one-third of the directors of corporation whose shares are publicly traded shall not be officers or employees of the corporation or	The DGCL provides that the board of directors of a corporation shall consist of one or more members.

	Wheels Shareholder Rights	Radiant Stockholder Rights
	its affiliates. The Wheels articles provide that it may have a minimum of three and a maximum of fifteen directors. Under the OBCA, a vacancy among the directors created by the removal of a director may be filled at a meeting of shareholders at which the director is removed. The OBCA also allows a vacancy on the board of directors to be filled by a quorum of directors, except when the vacancy results from an increase in the number or minimum or maximum number of directors or from a failure to elect the number or minimum number of directors required by the articles.	Radiant's bylaws provide that the number of directors of Radiant shall be fixed from time to time by the affirmative vote of a majority of the directors then in office. Directors need not be stockholders. Radiant currently has four directors. Under the DGCL, a vacancy or a newly created directorship may be filled by a majority of the remaining directors, although less than a quorum, unless otherwise provided in the certificate of incorporation or by-laws. Radiant's by-laws provide that any vacancy among the directors resulting from death, resignation, disqualification, removal or otherwise shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum. Any director elected to fill a vacancy shall hold office until the next annual meeting of stockholders and until such director's successor shall have been elected and qualified, or until such director's earlier resignation or removal.
Residency of Directors	The OBCA provides that at least 25% of the directors (or if a corporation has less than four directors, at least one director) must be a resident Canadian.	The DGCL does not have residency requirements comparable to those of the OBCA, but a corporation can prescribe qualifications for directors under its certificate of incorporation or by-laws. Neither Radiant's certificate of incorporation nor its by-laws provide for any such qualifications for directors.
Removal of Directors; Terms of Directors	Wheels articles do not provide for cumulative voting. If holders of a class or series of shares have the exclusive right to elect one or more directors, a director elected by them may only be removed by an ordinary resolution at a meeting of the shareholders of that class or series. The OBCA provides a director not elected for an expressly stated term ceases to hold office at the close of the first annual meeting of shareholders following the director's election. Wheels articles and bylaws do not specify a term for which directors shall hold office.	Under the DGCL, except in the case of a corporation with a classified board of directors or with cumulative voting, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares entitled to vote at an election of directors. In the case of a corporation with a classified board of directors, stockholders may remove a director only for cause. Radiant's by-laws provide that directors may be removed from office, with or without cause, only by the affirmative vote of the holders of a majority of the outstanding shares of stock entitled to vote generally in the election of directors. Radiant's by-laws provide that its board of directors shall be elected at the annual meeting of its stockholders and each director elected shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal.
Indemnification of Directors and Officers	Under the OBCA, a corporation may indemnify a director or officer, a former director or officer or a person who acts or acted at the corporation's request as a director or officer, or an individual	Under the DGCL, a corporation is generally permitted to indemnify its directors and officers against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred

Wheels Shareholder Rights	Radiant Stockholder Rights
acting in a similar capacity, of another entity (an "**indemnifiable person**") against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal, administrative, investigative or other proceeding in which he or she is involved because of that association with the corporation or other entity, if: (i) the individual acted honestly and in good faith with a view to the best interests of such corporation or the other entity, as the case may be; and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful. An indemnifiable person may require the corporation to indemnify the individual in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defense of any civil, criminal, administrative, investigative or other proceeding to which the individual is subject because of the individual's association with the corporation or other entity, as the case may be, if the individual was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done and the individual fulfills the conditions set out in (i) and (ii) above. A corporation may, with the approval of a court, also indemnify an indemnifiable person against all costs, charges and expenses in respect of an action by or on behalf of the corporation or other entity to procure a judgment in its favour, to which such person is made a party by reason of being or having been a director or an officer of the corporation or other entity, if he or she fulfills the conditions set forth in (i) and (ii) above.	in connection with a third-party action, other than a derivative action, and against expenses actually and reasonably incurred in the defense or settlement of a derivative action, provided that there is a determination that the individual acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation. That determination must be made by: (i) a majority of the disinterested directors, even though less than a quorum; (ii) a committee of disinterested directors designated by a majority vote of disinterested directors, even though less than a quorum; (iii) independent legal counsel, regardless of whether a quorum of disinterested directors exists; or (iv) a majority vote of the stockholders at a meeting at which a quorum is present. Without court approval, however, no indemnification may be made in respect of any derivative action in which an individual is adjudged liable to the corporation.
Wheels articles and by-laws do not provide for further indemnification of its directors and officers.	The DGCL requires indemnification of directors and officers for expenses relating to a successful defense on the merits or otherwise of a derivative or third-party action. Under the DGCL, a corporation may advance expenses relating to the defense of any proceeding to directors and officers contingent upon those individuals' commitment to repay any advances, unless it is determined ultimately that those individuals are entitled to be indemnified. Radiant's by-laws require the corporation to indemnify and hold harmless, to the fullest extent permitted by its certificate of incorporation and the DGCL, any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was servicing at the request of the corporation as a director, officer, employee or agent of another entity, against all expenses, liability, loss (including attorneys' fees), judgments, fines, amounts paid in settlement and actually and reasonably incurred by such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of Radiant, and with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful.

	Wheels Shareholder Rights	Radiant Stockholder Rights
Derivative Actions	A Wheels shareholder may apply to the court for leave to bring an action in the name of and on behalf of Wheels or any subsidiary, or to intervene in an existing action to which Wheels or a subsidiary is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of Wheels or its subsidiary. Under the OBCA, no action may be brought and no intervention in an action may be made unless a court is satisfied that: (i) the directors of the corporation or its subsidiary will not bring, diligently prosecute or defend or discontinue the action; (ii) the shareholder is acting in good faith; and (iii) it appears to be in the interests of the corporation or its subsidiary that the action be brought, prosecuted, defended or discontinued. Under the OBCA, the court in a derivative action may make any order it determines to be appropriate. In addition, under the OBCA, a court may order a corporation or its subsidiary to pay the shareholder's interim costs, including reasonable legal fees and disbursements. Although the shareholder may be held accountable for the interim costs on final disposition of the complaint, he or she is not required to give security for costs in a derivative action.	Under the DGCL, a stockholder bringing a derivative suit must have been a stockholder at the time of the wrong complained of or the stockholder must have received stock in the corporation by operation of law from a person who was such a stockholder at the time of the wrong complained of. In addition, the stockholder must remain a stockholder throughout the litigation. There is no requirement under the DGCL to advance the expenses of a lawsuit to a stockholder bringing a derivative suit.
Inspection of Books and Records	Under the OBCA, shareholders, creditors and their representatives, after giving the required notice, may examine certain of the records of a corporation during usual business hours and take copies of extracts free of charge and, if the corporation is publicly traded, any other person may do so upon payment of a reasonable fee.	Under the DGCL, any stockholder may inspect the corporation's books and records for a proper purpose.
Amendment of Governing Documents	Under the OBCA, any amendment to a corporation's articles generally requires shareholder approval by special resolution. The Wheels Board may repeal any by-laws by passing a by-law that contains a provision to that effect. Where the directors make, amend or repeal a by-law, they are required under the OBCA to submit the by-law, amendment or repeal to the shareholders at the next meeting of shareholders and the shareholders may confirm, reject or amend the by-law, amendment or repeal by an ordinary resolution, which is a resolution passed by a majority of the votes cast by shareholders who voted in respect of the resolution. If a by-law, amendment or repeal is rejected by the shareholders, or the directors of a corporation do not submit a by-law, an amendment or a repeal to the shareholders at the next meeting of shareholders, then such by-law, amendment or repeal will cease to be effective and no subsequent	Under the DGCL, a corporation's certificate of incorporation may be amended if: (i) the board of directors sets forth the proposed amendment in a resolution, declares the advisability of the amendment and directs that it be submitted to a vote at a meeting of stockholders; and (ii) the holders of a majority of shares of stock entitled to vote on the matter approve the amendment, unless the certificate of incorporation requires the vote of a greater number of shares. Radiant's certificate of incorporation reserves the right to amend or repeal any provision of the certificate of incorporation. Amendments to Radiant's certificate of incorporation are to be approved in accordance with the DGCL. In addition, under the DGCL, class voting rights exist with respect to amendments to the certificate of incorporation that adversely affect the terms of the shares of a class. Class voting rights do not exist as to other extraordinary matters, unless the

Wheels Shareholder Rights	Radiant Stockholder Rights
resolution of the directors to make, amend or repeal a bylaw having substantially the same purpose or effect is effective until it is confirmed or confirmed as amended by the shareholders.	certificate of incorporation provides otherwise. Radiant's certificate of incorporation does not have alternate provisions regarding class voting rights. Under the DGCL, the board of directors may amend a corporation's by-laws if so authorized in the certificate of incorporation. Radiant's certificate of incorporation authorizes the board of directors to make, alter or repeal the bylaws, and Radiant's by-laws provide that they may be amended, modified or repealed, and new by-laws may be made, by resolution adopted by a majority of the entire board of directors. The stockholders of a Delaware corporation also have the power to amend by-laws by the affirmative vote of two-thirds of outstanding stock entitled to vote thereon.

THE DEPOSITARY FOR THE ARRANGEMENT IS:

Equity Financial Trust Company

By Registered Mail, Mail, Hand or Courier:

Equity Financial Trust Company
200 University Avenue, Suite 300
Toronto, Ontario, M5H 4H1

Attention: Corporate Actions

Any questions and requests for assistance with completing this Letter of Transmittal and Election Form may be directed to the Depositary at:

North American Toll Free Number: 1-866-393-4891 x 205
Telephone Number: 416-342-1091
Facsimile Number: 416-361-0470
Email: TMXEInvestorServices@tmx.com