

August 16, 2016

TO: All Prospective Purchasers

RE: **ENTROPEX, 629728 ONTARIO LIMITED, UNITEC INC.**

Thank you for your interest in the sale process for Entropex, 629728 Ontario Limited, and Unitec Inc. (collectively, "**Entropex**")

On the 14th day of July, 2016, the Ontario Superior Court of Justice (the "Court") issued an order (the "Order"), which among other things, appointed MNP Ltd., ("Receiver") as the receiver of all of the property, assets and undertaking of Entropex (collectively the "Property").

Pursuant to the Order, the Receiver is authorized to market any or all of the Property, including advertising and soliciting offers with respect to the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate. The Order further authorizes the Receiver to sell, convey or transfer the Property or any part or parts thereof, subject to Court approval.

Prospective purchasers ("Offerors") are invited to submit offers for the purchase of the Property en bloc or in lots. The Property is being sold on an "as is, where is" basis as shall exist on the closing date of such sale. No representations, warranties or conditions will be expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, assignability, collectability, quantity, value or quality or in respect of any other matter or thing whatsoever concerning the Property or the right of the Receiver to sell same, save and except as expressly represented or warranted in a definitive agreement of purchase and sale executed by the parties.

Access to the available information concerning the Property that is being offered for sale will be provided to Offerors upon the execution and return to the Receiver of a Confidentiality and Non-Disclosure Agreement ("**NDA**"). A copy of the NDA is attached herewith as Appendix "A" for your execution and return by email or facsimile.

Upon receipt of the executed NDA by the Receiver, Offerors will be granted access to the electronic data room made available by the Receiver, via the internet. Access to the electronic data room is on the understanding and agreement by the respective Offerors to the Legal Terms of Use and Disclaimer which is attached herewith as Appendix "**B**".

Offerors are advised that the timetable for the sale process is as follows:

Marketing and due diligence period for all Offerors:	August 16 to September 16, 2016
Deadline for submission of offer(s) from Offerors:	September 16, 2016 at 2:00p.m. London Ontario Time
Review of Offerors' offer, finalize offer, and execution of Agreement of Purchase and Sale:	As soon as possible, but no later than September 30, 2016
Apply to the Court and obtain Approval and Vesting Order with respect to the sale:	As soon as possible following the execution of Agreement of Purchase and Sale
Closing of sale:	Immediately following Court approval of the sale or as may be reasonably agreed upon.

The Receiver reserves the right to amend this timetable at its discretion.

This sale process should NOT be construed as a Sale by Tender. For greater certainty, offers will be considered on an individual basis by the Receiver as and when received. The highest or any offer may not necessarily be accepted. Offers for either all of the assets of Entropex en bloc, are preferred. However, offers for individual lots will also be considered.

Under no circumstances shall Offerors or their representatives, employees or agents directly or indirectly contact any of the employees or former employees of Entropex: (i) to answer any questions regarding the possible acquisition of all or part of the Property, (ii) to request additional information regarding the contents of any of the information previously obtained, (iii) to request a facility tour or key employee meetings, or (iv) for any reason.

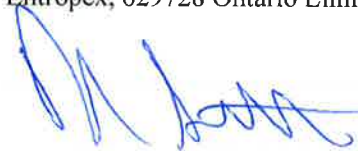
All communications, inquiries, facility tours, key employee meetings and requests for information relating to this sale process or a possible transaction related to the Property should be directed to the individuals listed below:

John Athanasiou
Tel: (905) 538-2190
Email: john.athanasiou@mnp.ca

Rob Smith
Tel: (519) 964-2212
Email: rob.smith@mnp.ca

Yours very truly,

MNP Ltd.
Court-appointed Receiver of
Entropex, 629728 Ontario Limited and Unitec Inc.



Per: Robert Smith CPA, CA, CIRP, LIT
Senior Vice-President

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

To: MNP Ltd., in its capacity as
Receiver of Entropex, 629728 Ontario Limited, and Unitec Inc.
1002-148 Fullarton Street
London, ON N6A 5P3

Attention: Rob Smith
Telephone: (519) 964-2212
Facsimile: (519) 964-2210
Email: rob.smith@mnp.ca

Re: Entropex, 629728 Ontario Limited, and Unitec Inc. (collectively "Entropex")

The undersigned hereby acknowledges having been advised that:

- i) On the 14th day of July, 2016, the Ontario Superior Court of Justice (the "**Court**") issued an order (the "**Order**"), which among other things, appointed MNP Ltd. as the receiver (the "Receiver") of all of the property, assets and undertaking of Entropex (collectively the "**Property**").
- ii) Pursuant to the Order, the Receiver was authorized to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- iii) The Order further authorized the Receiver to sell, convey or transfer the Property or any part or parts thereof, subject to Court approval.
- iv) The Receiver has in its possession certain proprietary, non-public or confidential information, reports, communications, books, records, documents, statements, and data relating to the Property and the business of Entropex (collectively the "**Information**") for the review and further investigation, where appropriate, of any person or corporation interested in acquiring the Property.
- v) The Information is sensitive and confidential in nature, and the disclosure thereof could adversely affect the value of the Property and the business of Entropex, as well as its on-going operations.

In consideration of the disclosure by the Receiver to the undersigned of all or any portion of the Information, the sufficiency of which consideration is hereby acknowledged, the undersigned hereby undertakes and agrees as follows:

1. To maintain the Information in the strictest of confidence and to control the dissemination of the Information, including any documents or copies (paper, electronic or otherwise) and communications thereof contained in the Information in accordance with the terms and conditions of this Confidentiality and Non-Disclosure Agreement ("**NDA**");

2. Not to supply nor disclose any data, communications or documents or portions of documents included in the Information or any information included therein or any information hereinafter obtained in the course hereof or with respect hereto to any person or corporation except to the Representatives (defined below) and as otherwise specifically provided for herein;
3. Not to use the Information in any manner whatsoever, in whole or in part, other than in connection with the investigation and evaluation of the Property and the business of Entropex in relation to the sales process;
4. The Information is to be used by the undersigned, its affiliates, and their respective directors, officers, employees, accountants, attorneys, solicitors, financing sources, consultants, agents, representatives and advisors and their respective representatives, to the extent the foregoing are actually provided access to the Information by the undersigned (collectively the "Representatives"), only in connection with the consideration of a possible acquisition of the Property and the business of Entropex;
5. To advise the Representatives of the confidential nature of the Information, and to provide to those Representatives to which or to whom the Information is provided a copy of the NDA, and if such Representative is not otherwise bound by restrictions on disclosure and use similar to the obligations hereunder, to have such Representatives agree to be bound by this NDA;
6. The undersigned shall be responsible for any breach of the provisions of this NDA directly and by any of the Representatives to whom the undersigned discloses Information;
7. Without the prior consent of the Receiver, the undersigned and its Representatives shall under no circumstances contact directly or indirectly any of the employees or former employees of Entropex: (i) to answer any questions regarding the possible acquisition of all or part of the Property, (ii) to request additional information (?) regarding the contents of any of the Information previously obtained, (iii) to request a facility tour or key employee meetings, or (iv) for any reason, except in the ordinary course of business;
8. In the event that the undersigned, or any of the Representatives, or any one to whom any of them furnish some or all of the Information, receives a request or demand to disclose all or any part of such Information by a governmental body or deposition, interrogatory, court order or directive, request for documents, subpoena, civil investigative demand or similar process, the undersigned agrees to first notify the Receiver (to the extent permitted to do so by applicable law) by delivering written notice to the address noted above, so that the Receiver or its legal representative may seek an appropriate protective order; provided, however, if such protective order or other remedy is not obtained, or the Receiver waives compliance with the provisions hereof, the undersigned or such Representative, as the case may be, may only disclose such Information which the undersigned or such Representative, as the case may be, is legally required to be disclosed;
9. The term "Information" does not include and this NDA will not apply to any information that: (a) at the time of disclosure or thereafter is generally available to or known by the public (other than as a result of a disclosure by the undersigned or any of its Representatives in violation of any obligation under this NDA); (b) was available to the undersigned or any of its Representatives on a non-confidential

basis from a source other than the Receiver who, insofar as was known to the undersigned or any of its Representatives, was not prohibited from transmitting the information to the undersigned or any of its Representatives by a contractual, legal or fiduciary obligation to Entropex, the Receiver or any third party; or (c) has been independently acquired or developed by the undersigned or any of its Representatives without violation of any obligation under this NDA;

10. The undersigned shall indemnify the Receiver, Entropex and their representatives against any loss, cost, damage, expense or liability suffered or incurred by any of them as a result of or in connection with any breach by the undersigned or any of its Representatives to whom the undersigned discloses Information, of any term or provision of this NDA;
11. The undersigned acknowledges and agrees that the execution and delivery of this NDA and the delivery of the Information does not give rise to any legal obligation of the Receiver or Entropex, whether in contract, in negligence or other tort, or by way of fiduciary duty or otherwise. Without limiting the generality of the foregoing, the undersigned acknowledges and agrees that the Receiver is not and will not be under any obligation, express or implied, to provide or to continue to provide Information, to entertain any offers or proposals for the purchase of any sale, or to complete a sale or other transaction with the undersigned, unless and until the Receiver and the undersigned execute and deliver a legally binding agreement expressly providing for such obligations. Without limiting the foregoing, the undersigned acknowledges and agrees that the Receiver has not and will not give any representations or warranties, either express or implied, concerning the accuracy or completeness of, or otherwise relating in any way to, the Information, and that the Receiver and Entropex shall not have any liability whatsoever to the undersigned or any Representatives for any transaction entered into, or not entered into, or any other act, omission or decision made or taken, relying upon or in any way affected by, the Information; the foregoing being subject to any representations and warranties concerning the Information expressly given in writing in a legally binding agreement executed and delivered by the Receiver providing for a sale of the Property or parts thereof (a "**Definitive Agreement**");
12. Upon receipt of a written request to the undersigned, the undersigned and its Representatives shall promptly return to the Receiver any and all Information received and copies thereof, printed, downloaded or otherwise copied together with personal notes including written materials and any notes of verbal conversations with representatives from Entropex or the Receiver obtained in the course of any investigation and/or inspection of the business and the Property being offered for sale. The undersigned agrees to return all copies made of the Information and destroy all documents prepared based on the Information;
13. The terms of this NDA shall expire, as it relates only to the Information associated with the Property or parts thereof purchased by the undersigned, upon the completion of a Definitive Agreement, otherwise it is one (1) year from the date hereof for the expiration of the obligations and duties arising herefrom;
14. The undersigned acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this NDA and has either received same or expressly waived its right to do so;

15. This NDA shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
16. The undersigned acknowledges and agrees with the statements, disclaimers, and terms and conditions of the Legal Terms of Use and Disclaimer set-out in Appendix "B";
17. No failure or delay by the Receiver or Entropex in exercising any rights, powers or privileges under this NDA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any rights, powers or privileges under this NDA;
18. No amendment to the terms and conditions of this NDA shall be valid and binding unless made in writing and signed by an authorized representative of each of the parties hereto;
19. This NDA may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument;
20. No title or interest in the Information shall pass to the undersigned;
21. In addition to all remedies available to the Receiver, it is agreed that the Receiver shall be entitled to equitable relief, including an injunction or specific performance in relation to a breach of this Agreement; and
22. Any party may deliver an executed copy of this NDA by facsimile or email.

DATED AT _____, _____, this ___ day of _____, 2016

	OR	
(Signature of Person – Individual)		Name of Corporation (Print)
Name: _____		Per: _____

	OR	
(Signature of Witness)		(Signature of Authorized Signing Officer)
Name: _____		Name: _____
		Title: _____

I have the authority to bind the corporation

LEGAL TERMS OF USE AND DISCLAIMER

The information being made available at this website has been prepared and assembled from information provided by Entropex, 629728 Ontario Limited and Unitec Inc. (collectively "Entropex", or the "Companies"). Access to this website is being provided to you as you have expressed an interest in acquiring the Companies' business and assets and have executed or will be executing a Non-Disclosure and Confidentiality Agreement ("NDA") in connection thereto.

Pursuant to an Order of the Ontario Superior Court of Justice dated July 14, 2016 pursuant to section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended MNP Ltd. was appointed as receiver (the "**Receiver**") of the property, assets and undertaking of the Companies. Solely in its capacity as Receiver, MNP Ltd. is inviting offers for the purchase of the going concern business and/or assets of Entropex.

The sole purpose of this website and any other information obtained in the course of any investigation and/or inspection of the assets and/or business for sale is being made available to assist you in deciding whether to proceed further with your purchase investigations. This website and any other information being made available does not purport to be all-inclusive or to necessarily contain all the information that a prospective purchaser may require in connection with its investigations into the operations of Entropex.

Except as otherwise indicated, no independent accountant has audited, reviewed, compiled or is in any way associated with any of the information being provided nor has an independent accountant expressed any conclusion thereon or given any other form of assurance with respect thereto. Notwithstanding, any forms of assurance that may be contained in any of the information provided or obtained in the course of any investigation and/or inspection of the assets and/or business for sale, the Companies and the Receiver, their officers, directors and employees, caution that such information may contain errors and/or omissions which may be material. The Information contained on this website is provided strictly for information purposes. You must rely entirely on your own due diligence.

The Companies and the Receiver, their officers, directors and employees, make no representations or warranties and each expressly disclaims any and all liability for any errors and/or omissions which may be contained in the information being made available at this website or any other information obtained in the course of any investigation and/or inspection of the assets and/or business for sale from the Companies or the Receiver.

In accordance with the terms of the NDA executed/to be executed by you, the information being made available to you at this website or any other information to be made available to you by Entropex or the Receiver is to be kept confidential and upon the express understanding that it will be used only for the purposes set forth above and in the NDA.

The information being made available at this website is confidential and may not be photocopied, reproduced, transmitted or distributed to any other person at any time, except for the purposes of obtaining professional advice, without the prior written consent of the Receiver. Upon receipt of a written request, you agree to promptly return to the Receiver all information received, printed, downloaded or personal notes including written materials and any notes of verbal conversations with representatives from Entropex or the Receiver obtained in the course of any investigation and/or inspection of the assets and/or business for sale.

In providing access to this website, neither Entropex nor the Receiver accepts any obligation to provide you with access to any additional information about the Companies, their business or operations. The information being made available to you at this website or any other information to be made available to you by the Companies or the Receiver shall not be deemed to be an indication of the current or future state of affairs of Entropex nor shall it constitute a representation that there has been no change in the business or affairs of Entropex since the date thereof.

The Receiver reserves the right to negotiate in its absolute discretion with one or more prospective buyers at any time and to enter into a definitive agreement for the sale of Entropex assets and/or business without prior notice to you or any other interested party all in accordance with the Invitation for Proposals. Also, the Receiver reserves the right not to sell the business or assets and to terminate, at any time, further participation in the investigation and sale process by you or any other party and to modify any data, documentation and other procedures relating to the proposed sale without assigning any reason thereto.

Under no circumstances shall any of Entropex employees be contacted directly to answer any questions regarding: (i) a possible acquisition of the assets; (ii) requests for additional information regarding the contents of any information previously provided; (iii) requests for facility tours or management meetings; or (iv) for any other reasons, other than in the ordinary course of business if you already had a pre-existing business relationship.

MNP Ltd. is providing access to, and the Information found on this website, solely in its capacity as Receiver and not in any other capacity or role.