



**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE MADAM
JUSTICE LEITCH

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)

TUESDAY, THE 4TH
DAY OF OCTOBER, 2016

BETWEEN:

(Court Seal)

THE BANK OF NOVA SCOTIA

Plaintiff

and

ENTROPEX, 629728 ONTARIO LIMITED, and UNITEC INC.

Defendants

ANCILLARY ORDER

THIS MOTION, made by MNP LTD. ("MNP") in its capacity as court-appointed receiver (the "Receiver") appointed pursuant to the Order of the Honourable Justice Grace dated July 14, 2016 (the "Appointing Order") of the Property (as defined in the Appointing Order) of the Defendants, Entropex, 629728 Ontario Limited and Unitec Inc. (collectively the "Defendants"), for:

- (a) An Order abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record, if necessary, so that this Motion is properly returnable today and hereby dispensing with further service and confirmation hereof;

- (b) An Order approving the Receiver's Third Report to the Court dated September 22, 2016 (the "Third Report") and the Receiver's Confidential Supplement to the Third Report dated September 22, 2016 (the "Confidential Supplement") and the activities of the Receiver as reported therein;
- (c) An Order sealing the Confidential Supplement, following the Court's review thereof, until ninety (90) days from the date of the Order granted in the within Motion or the completion of the Transaction, whichever is earlier, subject to such further Order of this Court;
- (d) An Order approving the Statement of Receipts and Disbursements of the Receiver as detailed in the Third Report (the "Statement of Receipts and Disbursements");
- (e) An Order approving the fees and disbursements of the Receiver from July 8, 2016 up to and including September 16, 2016 as detailed in the Third Report (the "Receiver's Fees") and the payment thereof;
- (f) An Order approving the fees and disbursements of the Receiver's counsel from July 8, 2016 up to and including September 19, 2016 as detailed in the Third Report (the "Counsel Fees") and the payment thereof; and
- (g) Such further and other relief as to this Honourable Court may seem just;

was heard this day at the Court House, 80 Dundas St., London, Ontario, N6A 6A3.

ON READING the Third Report, and upon reading the Confidential Supplement, and upon hearing the submissions of the lawyers for the Receiver, and upon being advised that all persons listed on the service list were served with the Motion Record as evidenced by the Affidavit of Service of Cory Wood, filed,

1. **THIS COURT ORDERS** that the time for service, filing and confirmation of the Notice of Motion and Motion Record be and is hereby abridged and validated, if necessary, such that this Motion is properly returnable today and further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the Third Report and the Receiver's activities and conduct reported therein, be and is hereby approved.
3. **THIS COURT ORDERS** that the Confidential Supplement and the Receiver's activities and conduct reported therein, be and is hereby approved.
4. **THIS COURT ORDERS** that the Confidential Supplement, filed with the Court separate and apart from the Third Report, shall hereafter be filed in the within Court File in a sealed envelope or other appropriately sealed container and that only the Court and its clerk shall be entitled to open and review the contents without a further Order of the Court. The sealed envelope or container shall be endorsed with the title of proceedings in this action and a label identifying the contents as being "The Confidential Supplement to the Third Report of the Receiver dated September 22, 2016", and the words "SUBJECT TO PROTECTIVE ORDER" and a statement in the following form: "THIS ENVELOPE IS NOT TO BE OPENED EXCEPT BY THE COURT OR ITS CLERKS OR BY OTHER PERSONS BY ORDER OF THE COURT".

5. **THIS COURT ORDERS** that the sealing of the Confidential Supplement shall continue until the passage of ninety (90) days for the date of the within Order or the completion of the Transaction pursuant to the Approval and Vesting Order dated October 4, 2016, whichever is earlier, subject to further Order of this Court.

6. **THIS COURT ORDERS** that the Statement of Receipts and Disbursements be and is hereby approved.

7. **THIS COURT ORDERS** that the Receiver's Fees and the payment thereof, be and are hereby approved.

8. **THIS COURT ORDERS** that the Counsel Fees and the payment thereof, be and are hereby approved.



(Signature of Judge)

RCP-E 59A (July 1, 2007)

THE BANK OF NOVA SCOTIA
Plaintiff

-and- ENTROPEX ET AL.
Defendants

Court File No. 35-1979333T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT
LONDON

ORDER

ADVOCATES LLP
16th Floor - One London Place
255 Queens Avenue
London ON N6A 5R8

David S. Swift (40107N)
D.Swift@AdvocatesLLP.com
Tel: (519) 858-8220 ext. 235
Fax: 519-858-0687

Lawyers for the Receiver

File Number: 16056

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY



THE HONOURABLE MADAM

)

TUESDAY, THE 4TH

JUSTICE LEITCH

)

DAY OF OCTOBER, 2016

)

BETWEEN:

THE BANK OF NOVA SCOTIA

Plaintiff

- and -

ENTROPEX, 629728 ONTARIO LIMITED, and UNITEC INC.

Defendants

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP LTD. ("MNP") in its capacity as the Court-appointed receiver (the "Receiver") appointed pursuant to an order of the Court dated July 14, 2016 of the undertaking, property and assets of the Defendants, Entropex, 629728 Ontario Limited and Unitec Inc. (collectively the "Defendants") for an order approving the sale transaction (the "Transaction") contemplated by a Bill of Sale (the "Sale Agreement") between the Receiver and Vidal Street Industrial Park Inc. (the "Purchaser") dated September 16, 2016 and appended to the Confidential Supplement to the Third Report of the Receiver dated September 22, 2016 (the "Confidential Supplement"), and vesting in the Purchaser the right, title and interest of the Defendants in and to the assets described in the Sale Agreement and in Schedule "B" hereto (the "Purchased Assets"), was heard this day at 80 Dundas Street, London, Ontario.

ON READING the Receiver's Third Report to the Court dated September 22, 2016 (the "Third Report") and the Confidential Supplement and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Cory Wood sworn September 23, 2016 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the right, title and interest of the Defendants in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all ownership, security or other interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial, ownership or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Grace dated July 14, 2016; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), the *Canada Transportation Act* or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto, (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS AND DECLARES that upon delivery of the Receiver's Certificate and the vesting of the Purchased Assets free and clear in the Purchaser, Procor Limited, its directors, officers, employees, agents and each of its controlling and related entities, shall be released from all rights, title, interest, responsibility, liability and other obligations of whatever kind regarding the Purchased Assets arising following the delivery of the Receiver's Certificate.

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

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

6. THIS COURT ORDERS that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Defendants and shall not be void or voidable by creditors of the Defendants, nor shall it

constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and that the Transaction may be completed without compliance with:

- (a) Section 244(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c.B.3, as amended; or
- (b) The provisions of Part V of the *Personal Property Security Act*, R.S.O. 1990. C.P.10, as amended;

or any other notice, requirement, statutory or otherwise which a creditor or other party may be required to issue in order to dispose of the collateral of the Defendants.

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



Justice, Ontario Superior Court of Justice

Schedule A – Form of Receiver’s Certificate

Court File No. 35-1979333T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN:

THE BANK OF NOVA SCOTIA

Plaintiff

- and -

ENTROPEX, 629728 ONTARIO LIMITED, and UNITEC INC.

Defendants

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Grace of the Ontario Superior Court of Justice, In Bankruptcy and Insolvency, (the "Court") dated July 14, 2016, MNP Ltd. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of the Defendants, Entropex, 629728 Ontario Limited and Unitec Inc. (collectively the "Defendants").

B. Pursuant to an Order of the Court dated October 4, 2016, the Court approved the sale transaction contemplated by a Bill of Sale made as of September 16, 2016 (the "Sale Agreement") between the Receiver and Vidal Street Industrial Park Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the right, title and interest of the Defendants in and to the assets described in Schedule "A" hereto (the "Purchased Assets"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i)

the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

MNP Ltd., in its capacity as Receiver of the undertaking, property and assets of Entropex, 629728 Ontario Limited, and Unitec Inc., and not in its personal capacity

Per: _____
Name:
Title:

Schedule A to the Receiver's Certificate – Purchased Assets

# of Railcar	Reporting Mark	Railcar Number
1	UNPX	122640
2	UNPX	122643
3	UNPX	122771
4	UNPX	122774
5	UNPX	122791
6	UNPX	122794
7	UNPX	122845
8	UNPX	122882
9	UNPX	122918
10	UNPX	123030
11	UNPX	123044
12	UNPX	123057
13	UNPX	123065
14	UNPX	123069
15	UNPX	123154
16	UNPX	123207
17	UNPX	123278
18	UNPX	123340
19	UNPX	123564
20	UNPX	123855
21	UNPX	123930
22	UNPX	123954
23	UNPX	124104
24	UNPX	124113
25	UNPX	124122
26	UNPX	124155
27	UNPX	124170

Schedule B – Purchased Assets

# of Railcar	Reporting Mark	Railcar Number
1	UNPX	122640
2	UNPX	122643
3	UNPX	122771
4	UNPX	122774
5	UNPX	122791
6	UNPX	122794
7	UNPX	122845
8	UNPX	122882
9	UNPX	122918
10	UNPX	123030
11	UNPX	123044
12	UNPX	123057
13	UNPX	123065
14	UNPX	123069
15	UNPX	123154
16	UNPX	123207
17	UNPX	123278
18	UNPX	123340
19	UNPX	123564
20	UNPX	123855
21	UNPX	123930
22	UNPX	123954
23	UNPX	124104
24	UNPX	124113
25	UNPX	124122
26	UNPX	124155
27	UNPX	124170

Schedule C – Claims Vested Out

Any and all Encumbrances, including (without limitation):

1. Any and all interests that Procor Limited may have in and to the Purchased Assets
2. Any and all interests that the following secured parties who have filed *Personal Property Security Act* (Ontario) registrations may have:

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Roynat Inc.	Entropex	676530315	20120229 1657 1901 3195	E, O, MV	CUSHION TIRE FORKLIFT[S], TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL 2012 HYSTER S50FT F187V20061K 2012 HYSTER S50FT F187V20063K 2012 HYSTER S50FT F187V20064K 2012 HYSTER S50FT F187V20065K 2012 HYSTER S50FT F187V20066K 2012 HYSTER	01MAR 2018

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
					S50FT F187V20067K	
Amendment to add 629728 Ontario Limited and Unitec Inc. as debtors	629728 Ontario Limited Unitec Inc.	676530315	20120302 1328 1901 3252			
Roynat Inc.	Entropex 629728 Ontario Limited Unitec Inc.	685990539	20130411 1127 1902 7278	E, O, MV	FORKLIFT[S], TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL 2013 CATERPILLAR 2C6000 AT83F32129 2013 CATERPILLAR 2C6000 AT83F32158 2013 CATERPILLAR 2C6000 AT83F32130 2013 CATERPILLAR 2C6000 AT83F32159 2013 CATERPILLAR 2C6000 AT83F32160	11APR 2017

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Roynat Inc.	Entropex 629728 Ontario Limited Unitec Inc.	689453919	20130814 1115 1902 0954	E, O	FORKLIFT[S], TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERE TO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL 2013 CATERPILLAR/MIT SU GC40K AT87B00096	14AUG 2017

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
De Lage Landen Financial Services Canada Inc.	Entropex Unitec Inc.	692723727	20131219 1946 1531 3465	E, A, O, MV	ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. 2012 CATERPILLAR P8000 AT4000521 2012 CATERPILLAR P8000 AT4000522	19DEC 2019
Roynat Inc.	Entropex Unitec Inc. 629728 Ontario Limited	696221055	20140516 1345 1862 1916	I, E, A, O, MV		16MAY 2025
Roynat Inc.	Entropex Unitec Inc. 629728 Ontario Limited	696221163	20140516 1348 1862 1922	A, O	GENERAL ASSIGNMENT OF RENTS	16MAY 2025
The Bank of Nova Scotia	Entropex	696359376	20140522 1111 1532 7864	I, E, A, O		22MAY 2019
Xerox Canada Ltd	Entropex Corporation Inc.	713726856	20160201 1408 1462 9276	E, O		01FEB 2022

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Unitec Inc.	Entropex	714828762	20160317 1006 1862 1923	I, E, A, O	COLLATERAL SECURITY PURSUANT TO A PROMISSORY NOTE DATED OCTOBER 09, 2009 AND A GENERAL SECURITY AGREEMENT DATED OCTOBER 09, 2009	17MAR 2026
Ryder Truck Rental Canada Ltd.	Entropex	717998859	20160624 1402 1462 6966	E, MV	2011 INTL PRO LF627 PREM 1HSCUAPR2BJ388 378	24JUN 2018
Hewitt Material Handling Inc.	Entropex Logistics Inc. 629728 Ontario Limited Unitec Inc.	719940276	20160825 1054 1590 5536	E, O, MV	CATERPILLAR 5000 LB IC CUSHION, SERIAL NUMBER AT9040645, TOGETHER WITH ALL ATTACHMENTS, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ANY AND ALL PROCEEDS ARISING THEREFROM INCLUDING, WITHOUT LIMITATION, ACCOUNTS, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS, TRADE-INS, INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS DERIVED DIRECTLY OR INDIRECTLY THEREFROM. CATERPILLAR 2C5000 AT9040645	25AUG 2017
Amendment to add Entropex as	Entropex	719940276	20160829 1635 1590 5758			

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
debtor						
National Leasing Group Inc.	Entropex (A Partnership) Unitec Inc.	674987103	20111212 1046 6005 9078	E	ALL LIGHTING OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 2555077 BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS	12DEC 2016

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Vacuum Trucks of Canada ULC	Entropex 629728 Ontario Limited Unitec Inc.	720602874	20160914 1738 1590 6707	E, O, MV	ONE [1] GUZZLER CLASSIC CLASSMTTBWD, SERIAL NUMBER 14-09G-6010, MOUNTED ON A KENWORTH CHASSIS VIN NUMBER 1NKDL70X1FJ4363 10, TOGETHER WITH ALL EXISTING AND FUTURE ATTACHMENTS, ADDITIONS, ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, REPLACEMENT PARTS, AND REPAIRS THEREFOR, INCORPORATED THEREIN, ATTACHED OR AFFIXED THERETO, AND/OR USED IN CONNECTION THEREWITH. PROCEEDS- ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. 2015 KENWORTH T800 1NKDL70X1FJ4363 10	14SEP 2019
Roynat Inc.	629728 Ontario Limited	696221082	20140516 1346 1862 1918	I, E, A, O, MV		16MAY 2025
The Bank of Nova Scotia	629728 Ontario Limited	696369402	20140522 1503 1532 7914	I, E, A, O		22MAY 2019
The Bank of Nova Scotia	Unitec Inc.	696369411	20140522 1503 1532 7915	I, E, A, O		22MAY 2019
Roynat Inc.	Unitec Inc.	696221046	20140516 1344 1862 1915	I, E, A, O, MV		16MAY 2025

Secured Party	Debtor(s)	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Kevin Bechard, Timothy Bechard, Keith Bechard, Christopher Bechard, Carolyn Hannon, Patricia Pequegnat, and Joan Hett	Unitec Inc.	678649095	20120525 1459 1862 9663	I, E, A, O	COLLATERAL SECURITY PURSUANT TO A PROMISSORY NOTE DATED OCTOBER 9, 2009 AND A GENERAL SECURITY AGREEMENT DATED OCTOBER 9, 2009	25MAY 2022

3. Any and all interests that the following entities that are party to documents deposited pursuant to the *Canada Transportation Act* may have:

Document	Deposit Date and Time	Document Key	Parties	Affected Purchased Assets
Conditional Sale Agreement dated June 5, 1962	June 13, 1962 14:30	4079	H.A. Jones and E.R. Kingan, as sellers Kanawha-Ohio Corporation, as buyer Chesapeake and Ohio Railway Company, as guarantor	Hopper cars with serial numbers 122794, 122845, 123278 and 124155
Agreement of Lease dated June 5, 1962	June 13, 1962 14:30	4078	Kanawha-Ohio Corporation as lessor Chesapeake and Ohio Railway Company, as lessee	Hopper cars with serial numbers 122794, 122845, 123278 and 124155
Equipment Trust Agreement dated May 15, 1986	July 11, 1986 10:30	8736	The Royal Trust Company, as trustee Procor Limited, as issuer Union Tank Car Company, as lessee	UNPX 122771 UNPX 122774 UNPX 122791 UNPX 122794 UNPX 122845 UNPX 122882 UNPX 122918 UNPX 123207
Equipment Trust Agreement dated October 1, 1987	November 9, 1987 15:25	9879	The Royal Trust Company, as trustee Procor Limited, as issuer Union Tank Car Company	UNPX 123278
Equipment Trust Agreement dated February 15, 1994	March 2, 1994 11:55	9960	The First National Bank of Chicago, as trustee and lessor Union Tank Car Company, as issuer and lessee	UNPX 124115 UNPX 124122
Second Supplemental Trust Agreement dated January 20, 1995	February 9, 1995 15:50	9925	Union Tank Car Company, as issuer and lessee The First National Bank of Chicago, as trustee and lessor	
Trust Indenture and Security Agreement dated September 20, 1995	September 20, 1995 11:40	435	State Street Bank and Trust Company, as owner trustee The First National Bank of Chicago, as indenture trustee	UNPX 124155 UNPX 124170
Trust Indenture	September 20,	436	State Street Bank and Trust	

Document	Deposit Date and Time	Document Key	Parties	Affected Purchased Assets
Supplement No. 1 dated September 20, 1995	1995 11:40		Company, as owner trustee	
Equipment Lease Agreement dated September 20, 1995	September 20, 1995 11:40	433	State Street Bank and Trust Company, as owner trustee Union Tank Car Company, as lessee	
Lease Supplement No. 1 dated September 20, 1995	September 20, 1995 11:40	434	State Street Bank and Trust Company, as lessor Union Tank Car Company, as lessee	

THE BANK OF NOVA SCOTIA
Plaintiff

-and- ENTROPEX ET AL.
Defendants

Court File No. 35-1979333T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**PROCEEDING COMMENCED AT
LONDON**

ORDER

ADVOCATES LLP
16th Floor - One London Place
255 Queens Avenue
London ON N6A 5R8

David S. Swift (40107N)
D.Swift@AdvocatesLLP.com
Tel: (519) 858-8220 ext. 235
Fax: 519-858-0687

Lawyers for the Receiver

File Number: 16056

-and-

ENTROPEX ET AL.
Defendants

OCT 04 2016

Court File No. 35-1979333T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
PROCEEDING COMMENCED AT
LONDON

MOTION RECORD

ADVOCATES LLP
16th Floor - One London Place
255 Queens Avenue
London ON N6A 5R8

David S. Swift (40107N)
D.Swift@AdvocatesLLP.com
Tel: (519) 858-8220 ext. 235
Fax: 519-858-0687

Lawyers for the receiver

File Number: 16056

SUPERIOR COURT OF JUSTICE
REGISTRAR FILED
LONDON, ONTARIO
SEP 26 2016
COUR SUPÉRIEUR DE JUSTICE
DÉPÔSE
GREFFIER

Mr Swift appears for the Receiver
Mr Heger appears & withdraws his last
two paragraphs to the order sought.
No parties oppose the relief sought
Based on materials filed, clear to
see as sought. The proposed order
should be approved considering
the "Sandwich" factors; the
Anvilly order approving the 3rd Report &
the Confidential Supplement is
sought. The Confidential Supplement
shall be sealed for the order sought
the two other paragraphs (unopposed)
considering its contents & the limited
importance of the order sought
The R/S Receipt & Disbursements,
the R/S fees & R/S award
also are opposed.

[Handwritten signature]