

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED  
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH  
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED  
IN FOOTNOTE “1” HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE  
*BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF  
JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

---

**MOTION RECORD  
(Liquidation and Vesting)  
(Returnable March 2, 2020 at 9:30 am)**

---

January 23, 2020

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**R. Brendan Bissell** (LSO# 40354V)  
Tel: 416-597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for Canadian Western Bank.

**TO: THE SERVICE LIST**

---

<sup>1</sup> In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“CCHL”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“Hyndman”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

# INDEX

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED  
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH  
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED  
IN FOOTNOTE “1” HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE  
*BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF  
JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**INDEX**

Tab No.	Description	Page No.
1.	Notice of Motion	1-6
2.	Draft Order	7-19
3.	Service List	20-24

---

<sup>1</sup> In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“**CCHL**”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

Tab 1

Court File No. CV-20-00634911-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED  
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH  
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED  
IN FOOTNOTE “1” HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE  
*BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF  
JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**NOTICE OF MOTION  
(Liquidation and Vesting)**

Canadian Western Bank (“CWB”) will make a motion before a judge of the Ontario Superior Court of Justice (Commercial List) on Monday March 2, 2020 at 9:30 a.m. or as soon after that time as the motion can be heard at 330 University Avenue, Toronto, Ontario.

**THE MOTION IS FOR:**

- (i) An order in the form attached at Tab 2 of CWB’s Motion Record, to:

---

<sup>1</sup> In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“CCHL”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“Hyndman”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

- 2 -

- (a) appoint Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd. (collectively the “**Liquidator**”) as agent for CWB to liquidate collateral subject to security interest in favour of CWB;
- (b) vest all the right, title and interest of Hyndman Transport Limited (“**Hyndman**”) in purchasers from the Liquidator, and
- (c) Grant such other relief as this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

1. Hyndman was the Canadian subsidiary of the Celadon Group, Inc.;
2. CWB was a secured creditor of Hyndman for equipment (mostly tractor trailers), for which there were approximately 271 pieces of financed equipment at the time that Hyndman ceased business in December of 2019;
3. CWB made demand against Hyndman in respect of its collateral in December, 2019, delivered notices of intended disposition pursuant to the *Personal Property Security Act* in January, 2020 and has taken possession of its collateral;
4. When these proceedings were commenced, a negotiated term was that equipment financiers with Vehicle Finance Liens would be entitled to dispose of their collateral outside either the American Chapter 11 proceedings or these proceedings, subject to certain protocols (see para. 13 of the Supplemental Order – Foreign Main Proceeding);
5. The protocols included terms that (i) an equipment financier shall account to the Receiver in respect of disposition of its collateral, (ii) any net equity in the proceeds of such collateral after

payment of all amounts owing to the equipment financier pursuant to its loan agreements with Hyndman shall be remitted to the Receiver, and (iii) the disposition of the collateral and retention of the proceeds of sale shall be without prejudice to any steps that the Receiver may later wish to take to challenge the security over that collateral in whole or in part, all of which is acceptable to CWB;

6. CWB has arranged for Ritchie Bros. to auction CWB's collateral, but Ritchie Bros. has concerns about conveying clear title to auction purchasers and/or the steps that may be necessary in corresponding with multiple other secured creditors to do so;

7. Ritchie Bros. has asked CWB to obtain a liquidation order in substantially the normal form used in this Court in order to facilitate an auction of CWB's collateral;

8. Ritchie Bros. is also being engaged by the Chapter 11 Debtors to auction certain other assets of the debtors, including Hyndman assets in Canada;

9. Section 101 of the *Courts of Justice Act* and sections 63(9) and 67 of the *Personal Property Security Act*;

10. Rules 3.02 and 16.08 of the *Rules of Civil Procedure*; and

11. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

(a) The Second Report of the Receiver dated February 24, 2020; and

- 4 -

- (b) Such further and other materials as counsel may advise and this Court may permit.

February 27, 2020

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600

Toronto, Ontario M5G 1V2

Fax: 416.597.6477

**Brendan Bissell (LSO#: 40354V)**

Tel: 416.597.6489

Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for Canadian Western Bank



Court File No.: CV-20-00634911-00CL

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED IN FOOTNOTE "1" HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE *BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION**  
**(Liquidation and Vesting)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**R. Brendan Bissell** (LSO# 40354V)  
Tel: 416-597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for Canadian Western Bank

Tab 2

Court File No. CV-20-00634911-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE	)	MONDAY, THE 2 <sup>nd</sup>
	)	
JUSTICE	)	DAY OF MARCH, 2020

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED  
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH  
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED  
IN FOOTNOTE “1” HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE  
*BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF  
JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

**ORDER  
(Liquidation and Vesting)**

**THIS MOTION**, made by Canadian Western Bank (“CWB”) for an order (i) appointing Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd. (collectively the “**Liquidator**”) as agent for CWB to liquidate collateral subject to security interest in favour of CWB and (ii) vesting all the right, title and interest of Hyndman Transport Limited (“**Hyndman**”) in purchasers from the Liquidator, was heard this day at 330 University Avenue, Toronto, Ontario.

---

<sup>1</sup> In addition to Celadon, the Chapter 11 Debtors are A R Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited (“CCHL”), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited (“**Hyndman**”), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc. and Vorbas, LLC

**ON READING** the Second Report of KSV Kofman Inc. in its capacity as the court-appointed receiver of Hyndman (the “**Receiver**”) dated February 24, 2020 and on hearing the submissions of counsel for the CWB, Hyndman and the Receiver. no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of ■ sworn February 27, 2020, filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of CWB’s Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT OF THE LIQUIDATOR AND VESTING OF THE ASSETS SUBJECT TO CWB’S SECURITY INTEREST**

2. **THIS COURT ORDERS** that the Liquidator be and hereby is appointed as agent of CWB to dispose of the collateral subject to security in favour of CWB as listed in Schedule “A” (the “**CWB Collateral**”).

3. **THIS COURT ORDERS** that any sale by the Liquidator on behalf of CWB of the CWB Collateral shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), liens executions, levies, charges or other financial or monetary claims whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Supplemental Order and the Initial Recognition Order dated January 23, 2020, as applicable; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system ((i) and (ii) are collectively referred to as the “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the CWB Collateral shall be deemed expunged and discharged as against the CWB Collateral upon any disposition by the Liquidator and that all of

Hyndman's right, title and interest in and to the CWB Collateral shall vest absolutely in the applicable ultimate purchasers (the "**Purchasers**").

4. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings or the Chapter 11 Cases;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of any of the Chapter 11 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment into bankruptcy made in respect of any of the Chapter 11 Debtors;

the vesting of the Canadian Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Chapter 11 Debtors' and shall not be void or voidable by the creditors of the Chapter 11 Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* 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.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the CWB Collateral shall stand in the place and stead of such CWB Collateral, and that all Claims and Encumbrances shall attach to the net proceeds from the sale of the CWB Collateral with the same priority as they had with respect to such CWB Collateral immediately prior to the sale, as if the CWB Collateral had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS** that the Liquidator be and hereby is authorized to pay any and all net proceeds of sale in respect of the CWB Collateral to CWB, provided that (i) CWB shall account to the Receiver in respect of disposition of the CWB Collateral, (ii) any net equity in the proceeds of the CWB Collateral after payment of all amounts owing to CWB pursuant to its loan agreements with Hyndman shall be remitted by CWB to the Receiver, and (iii) the payment of

the proceeds of sale in respect of the CWB Collateral shall be without prejudice to any steps that the Receiver may later wish to take to challenge the security of CWB over the CWB Collateral in whole or in part, but any such challenge shall only be in respect of the applicable proceeds pursuant to paragraph 5, above.

7. **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 Liquidator 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 Liquidator as may be necessary or desirable to give effect to this Order or to assist the Liquidator in carrying out the terms of this Order.

---

- 5 -

**SCHEDULE "A" – CWB COLLATERAL**

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2015	KENWORTH	CONVENTIONAL	1XKYD49X6FJ973874
2015	KENWORTH	CONVENTIONAL	1XKYD49X5FJ973882
2015	KENWORTH	CONVENTIONAL	1XKYD49X6FJ973910
2015	KENWORTH	CONVENTIONAL	1XKYD49X8FJ973911
2015	KENWORTH	CONVENTIONAL	1XKYD49XXFJ973912
2015	KENWORTH	CONVENTIONAL	1XKYD49X3FJ973914
2015	KENWORTH	CONVENTIONAL	1XKYD49X5FJ973915
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973917
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973918
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973920
2015	KENWORTH	CONVENTIONAL	1XKYD49X2FJ973922
2015	KENWORTH	CONVENTIONAL	1XKYD49X8FJ973925
2015	KENWORTH	CONVENTIONAL	1XKYD49XXFJ973926
2015	KENWORTH	CONVENTIONAL	1XKYD49X3FJ973928
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973934
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973935
2015	KENWORTH	CONVENTIONAL	1XKYD49X8FJ973939
2015	KENWORTH	CONVENTIONAL	1XKYD49X5FJ973946
2015	KENWORTH	CONVENTIONAL	1XKYD49X7FJ973947
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973948
2015	KENWORTH	CONVENTIONAL	1XKYD49X7FJ973950
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973952
2015	KENWORTH	CONVENTIONAL	1XKYD49XXFJ973960
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973966
2015	INTERNATIONAL	PROSTAR	3HSDJAPR7FN675974
2015	INTERNATIONAL	PROSTAR	3HSDJAPRXFN676052
2015	INTERNATIONAL	PROSTAR	3HSDJAPR6FN676078
2015	KENWORTH	CONVENTIONAL	1XKYD49X5FJ973932
2015	KENWORTH	CONVENTIONAL	1XKYD49X7FJ973933
2015	KENWORTH	CONVENTIONAL	1XKYD49X4FJ973940
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973921
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973949
2015	KENWORTH	CONVENTIONAL	1XKYD49X8FJ973908
2015	KENWORTH	CONVENTIONAL	1XKYD49X6FJ973938
2015	KENWORTH	CONVENTIONAL	1XKYD49X5FJ973929
2015	KENWORTH	CONVENTIONAL	1XKYD49X3FJ973945
2015	KENWORTH	CONVENTIONAL	1XKYD49X1FJ973944
2015	KENWORTH	CONVENTIONAL	1XKYD49X4FJ973968
2015	KENWORTH	CONVENTIONAL	1XKYD49X2FJ973919
2015	KENWORTH	CONVENTIONAL	1XKYD49X6FJ973924

- 6 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2015	KENWORTH	CONVENTIONAL	1XKYD49X8FJ973942
2015	KENWORTH	CONVENTIONAL	1XKYD49XXFJ973943
2015	KENWORTH	CONVENTIONAL	1XKYD49XXFJ973957
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973965
2015	INTERNATIONAL	PROSTAR	3HSDJAPR1FN734632
2015	INTERNATIONAL	PROSTAR	3HSDJAPR9FN734653
2015	INTERNATIONAL	PROSTAR	3HSDJAPR2FN734655
2015	KENWORTH	CONVENTIONAL	1XKYD49X2FJ973936
2015	KENWORTH	CONVENTIONAL	1XKYD49X1FJ973961
2015	KENWORTH	CONVENTIONAL	1XKYD49X4FJ973937
2015	KENWORTH	CONVENTIONAL	1XKYD49X9FJ973951
2015	KENWORTH	CONVENTIONAL	1XKYD49X0FJ973871
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001249
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001295
2016	INTERNATIONAL	LONESTAR	3HSCXAPR2GN108468
2016	INTERNATIONAL	LONESTAR	3HSCXAPR1GN108462
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006529
2016	INTERNATIONAL	LONESTAR	3HSCXAPRXGN108461
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001272
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001273
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001274
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001275
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001276
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001278
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001279
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001280
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001281
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001282
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001283
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001284
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001285
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001286
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001287
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001288
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001289
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001290
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001291
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001292
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001293
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001294
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN006526



- 7 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006527
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN006528
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006530
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN006531
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006532
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006533
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006534
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006535
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006536
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006537
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN006538
2016	INTERNATIONAL	LONESTAR	3HSCXAPR6GN108456
2016	INTERNATIONAL	LONESTAR	3HSCXAPR1GN108459
2016	INTERNATIONAL	LONESTAR	3HSCXAPR9GN108466
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001241
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001242
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001243
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001244
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001245
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001246
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001247
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001248
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001250
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001251
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001252
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001253
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001254
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001255
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001256
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001257
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001258
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001259
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001260
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001261
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001262
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001263
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001264
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001265
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001266
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001267
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001268
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001269

- 8 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001270
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001271
2016	INTERNATIONAL	LONESTAR	3HSCXAPR6GN108392
2016	INTERNATIONAL	LONESTAR	3HSCXAPR6GN108442
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006651
2016	INTERNATIONAL	LONESTAR	3HSCXAPR3GN108396
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006645
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR8GN000927
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006578
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN006660
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001092
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001086
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN006667
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006668
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN006669
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001112
2016	INTERNATIONAL	LONESTAR	3HSCXAPR9GN108371
2016	INTERNATIONAL	LONESTAR	3HSCXAPR0GN108372
2016	INTERNATIONAL	LONESTAR	3HSCXAPR2GN108373
2016	INTERNATIONAL	LONESTAR	3HSCXAPRXGN108430
2016	INTERNATIONAL	LONESTAR	3HSCXAPR2GN108437
2016	INTERNATIONAL	LONESTAR	3HSCXAPR4GN108438
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006436
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006437
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006438
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006439
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006440
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006441
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006442
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN006443
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006444
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN006445
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006539
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006540
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006575
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN006576
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006577
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006579
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006580
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006581
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006582
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006583

- 9 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006646
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006647
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006648
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006649
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006650
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006652
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN006653
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006654
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006656
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006658
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006659
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006661
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006662
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006663
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006664
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006665
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006666
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001106
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001107
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001108
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001109
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001110
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001111
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001113
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001115
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001116
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006421
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN006422
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN006423
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN006424
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN006425
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN006426
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006427
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN006428
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006429
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN006430
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN006431
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN006432
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN006433
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN006434
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN006435
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001074

- 10 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001075
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001076
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001077
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001078
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001079
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001080
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001081
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001082
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001083
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001084
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001085
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001087
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001088
2016	INTERNATIONAL	PROSTAR	3HSDJAPRXGN001089
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001090
2016	INTERNATIONAL	PROSTAR	3HSDJAPR8GN001091
2016	INTERNATIONAL	PROSTAR	3HSDJAPR1GN001093
2016	INTERNATIONAL	PROSTAR	3HSDJAPR3GN001094
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001095
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001096
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001097
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001098
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001099
2016	INTERNATIONAL	PROSTAR	3HSDJAPR5GN001100
2016	INTERNATIONAL	PROSTAR	3HSDJAPR7GN001101
2016	INTERNATIONAL	PROSTAR	3HSDJAPR9GN001102
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001103
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001104
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001105
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR5GN000920
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR7GN000921
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR9GN000922
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR0GN000923
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR2GN000924
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR4GN000925
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR6GN000926
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPRXGN000928
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR1GN000929
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR8GN000930
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPRXGN000931
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR1GN000932

- 11 -

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number</u>
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR3GN000933
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR5GN000934
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR7GN000935
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR9GN000936
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001067
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001068
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001069
2016	INTERNATIONAL	PROSTAR	3HSDJAPR0GN001070
2016	INTERNATIONAL	PROSTAR	3HSDJAPR2GN001071
2016	INTERNATIONAL	PROSTAR	3HSDJAPR4GN001072
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN001073
2016	INTERNATIONAL	PROSTAR	3HSDJAPR6GN000912
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR8GN000913
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPRXGN000914
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR1GN000915
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR3GN000916
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR5GN000917
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR7GN000918
2016	INTERNATIONAL	CONVENTIONAL	3HSDJAPR9GN000919

Court File No.: CV-20-00634911-00CL

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED IN FOOTNOTE "1" HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE *BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**  
**(Liquidation and Vesting)**

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, Ontario M5G 1V2  
Fax: 416-597-6477

**R. Brendan Bissell** (LSO# 40354V)  
Tel: 416-597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for Canadian Western Bank

Tab 3

Court File No.: CV-20-00634911-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3  
AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED  
STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH  
RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED DEBTORS LISTED  
IN FOOTNOTE "1" HERETO<sup>1</sup>**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE  
*BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF  
JUSTICE ACT*, R.S.O. 1990, C. c.-43, AS AMENDED**

**SERVICE LIST**

**TO: DLA PIPER (CANADA) LLP**  
Suite 6000, Box 367  
1 First Canadian Place  
Toronto, ON M5X 1E2  
  
**Edmond F.B. Lamek / Danny M. Nunes**  
Tel: 416-365-3444 / 416-365-3421  
Email: edmond.lamek@dlapiper.com/danny.nunes@dlapiper.com  
  
**Lawyers for the Chapter 11 Debtors and the Foreign Representative**

**AND TO: KSV KOFMAN INC.**  
150 King Street West, Suite 2308  
Toronto, ON M5H 1J9  
  
**Bobby Kofman / David Sieradzki**  
Tel: 416-932-6228 / 416-932-6030  
Email: [bkofman@ksvadvisory.com](mailto:bkofman@ksvadvisory.com) / [dsieradzki@ksvadvisory.com](mailto:dsieradzki@ksvadvisory.com)  
  
**Receiver**

---

<sup>1</sup> In addition to Celadon, the Chapter 11 Debtors are AR Management Services, Inc., Bee Line, Inc., Celadon Canadian Holdings, Limited ("CCHL"), Celadon E-Commerce, Inc., Celadon International Corporation, Celadon Logistics Services, Inc., Celadon Mexicana, S.A. de C.V., Celadon Realty, LLC, Celadon Trucking Services, Inc., Distribution, Inc., Eagle Logistics Services Inc., Hyndman Transport Limited ("Hyndman"), Jaguar Logistics, S.A. de C.V., Leasing Servicios, S.A. de C.V., Osborn Transportation, Inc., Quality Companies LLC, Quality Equipment Leasing, LLC, Quality Insurance LLC, Servicios Corporativos Jaguar, S.C., Servicios de Transportacion Jaguar, S.A. de C.V., Stinger Logistics, Inc., Strategic Leasing, Inc., Taylor Express, Inc., Transportation Insurance Services Risk Retention Group, Inc., and Vorbas, LLC



**AND TO: BENNETT JONES LLP**  
1 First Canadian Place, Suite 3400  
Toronto, ON M5X 1A4

**Sean Zweig**  
Tel: 416-777-6254  
Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**Aiden Nelms**  
Tel: 416-777-4642  
Email: [nelmsa@bennettjones.com](mailto:nelmsa@bennettjones.com)

**Lawyers for the Receiver**

**AND TO: MCMILLAN LLP**  
181 Bay Street, Suite 4400  
Toronto, ON M5J 2T3

**Tushara Weerasooriya / Jeffrey Levine**  
Tel: 416-865-7890 / 416-865-7791  
Email: [tushara.weerasooriya@mcmillan.ca](mailto:tushara.weerasooriya@mcmillan.ca) / [Jeffrey.levine@mcmillan.ca](mailto:Jeffrey.levine@mcmillan.ca)

**Lawyers for Blue Torch Finance LLC**

**AND TO: NORTON ROSE FULBRIGHT LLP**  
222 Bay Street, Suite 3000  
Toronto, ON M5K 1E7

**Evan Cobb**  
Tel: 416-216-1929  
Email: [evan.cobb@nortonrosefulbright.com](mailto:evan.cobb@nortonrosefulbright.com)

**Lawyers for Midcap Financial Trust**

**AND TO: KOSKIE MINSKY LLP**  
20 Queen Street West, Suite 900  
Toronto, ON M5H 3R3

**Andrew Hatnay / Demetrios Yiokaris**  
Tel: 416-595-2083 / 416-595-2130  
Email: [ahatnay@kmlaw.ca](mailto:ahatnay@kmlaw.ca) / [dyiokaris@kmlaw.ca](mailto:dyiokaris@kmlaw.ca)

**Proposed Representative Counsel**

**AND TO: GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto, ON M5G 1V2

**R. Brendan Bissell**  
Tel: 416-597-6489  
Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

**Lawyers for Canadian Western Bank, Concentra Bank,  
Canadian Equipment Finance & Leasing Inc. and Compaction Credit Ltd.**

**AND TO: GOWLING WLG**  
1 First Canadian Place, Suite 1600  
Toronto, ON M5X 1G5

**E. Patrick Shea**  
Tel: 416-369-7399  
Email: [patrick.shea@gowlingwlg.com](mailto:patrick.shea@gowlingwlg.com)

**Lawyers for D.E. Gordon Cudney**

**AND TO: COAST CAPITAL SAVINGS**  
800 - 9900 King George Boulevard  
Surrey, BC V3T 0K7

**Jotishma Naidu**  
Tel: 604-293-0212  
Email: [cservice@coastcapitalsavings.com](mailto:cservice@coastcapitalsavings.com)

**AND TO: LAURENTIAN BANK EQUIPMENT LEASING**  
5035 South Service Road  
Burlington, ON L7L 6M9

**Allie Hindley-Smith**  
Tel: 905-633-2461  
Email: [TCendoflease@lbccapital.ca](mailto:TCendoflease@lbccapital.ca)

**AND TO: ALIXPARTNERS**  
909 Third Avenue 30<sup>th</sup> Floor  
New York, NY 10022

**Brian Maloney**

Tel: 646-746-2424

Email: [bmaloney@alixpartners.com](mailto:bmaloney@alixpartners.com)

**Financial Advisor to the Chapter 11 Debtors**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE WITH RESPECT TO CELADON GROUP, INC. AND THE AFFILIATED ENTITIES LISTED IN FOOTNOTE "1" HERETO**

**APPLICATION OF CELADON GROUP, INC. PURSUANT TO PART XIII OF THE *BANKRUPTCY AND INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.-43, AS AMENDED**

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD**  
**(Liquidation and Vesting)**

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600

Toronto, Ontario M5G 1V2

Fax: 416-597-6477

**R. Brendan Bissell** (LSO# 40354V)

Tel: 416-597-6489

Email: [bissell@gsnh.com](mailto:bissell@gsnh.com)

Lawyers for Canadian Western Bank