



**First Report of  
KSV Restructuring Inc.  
as Trustee of ProEx Logistics Inc., Guru  
Logistics Inc., 1542300 Ontario Inc. and  
2221589 Ontario Inc.**

February 7, 2024

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BK-24-03014698-0031  
BK-24-03014700-0031  
BK-24-03014702-0031

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

**IN THE MATTER OF THE BANKRUPTCY OF PROEX LOGISTICS INC.**

**IN THE MATTER OF THE BANKRUPTCY OF GURU LOGISTICS INC.**

**IN THE MATTER OF THE BANKRUPTCY OF 1542300 ONTARIO INC.**

**IN THE MATTER OF THE BANKRUPTCY OF 2221589 ONTARIO INC.**

**FIRST REPORT OF  
KSV RESTRUCTURING INC.  
AS TRUSTEE**

**FEBRUARY 7, 2024**

## **1.0 Introduction**

### **1.1 Background**

1. This report (“Report”) is filed by KSV Restructuring Inc. (“KSV”) in its capacity as trustee (the “Trustee”) of Proex Logistics Inc. (“ProEx”), Guru Logistics Inc. (“Guru”), 1542300 Ontario Inc. (operated as ASR Transportation) (“ASR”), and 2221589 Ontario Inc. (“222”) (collectively, the “Bankrupt Entities”).
2. Pursuant to a Court Order dated October 23, 2023 (the “Assignment Order”) granted in the Receivership Proceedings (as defined below), KSV as receiver, was authorized to assign the Bankrupt Entities into bankruptcy. A copy of the Assignment Order is attached as Appendix “A”.

3. The Bankrupt Entities were assigned into bankruptcy on November 27, 2023 and KSV was appointed Trustee, subject to confirmation at the First Meeting of Creditors.<sup>1</sup> The First Meeting of Creditors was held December 18, 2023 at which KSV was confirmed as Trustee and inspectors were appointed by the creditors present at the meeting.
4. As of the date of this Report, there is approximately \$3.9 million available for distribution to the Bankrupt Entities' creditors less any costs to be incurred in the receivership or bankruptcy. KSV had received multiple requests from creditors urgently seeking distributions in the Receivership Proceedings. KSV was unable to make a distribution to creditors and/or shareholders in the Receivership Proceedings because it was unable to obtain a comfort letter or clearance certificate from Canada Revenue Agency ("CRA"). Accordingly, KSV determined that the final matters in the receivership, including distribution to unsecured creditors, are most efficiently completed in a bankruptcy.

## **1.2 Purpose of this Report**

1. The purpose of this Report is to provide information to the Court in support of the Trustee's motion for orders: (i) deeming that proofs of claim filed in the Receivership Proceedings be treated as proofs of claim filed in these bankruptcy proceedings, and dispensing with the requirement that creditors of the Bankrupt Entities who have filed such proofs of claim file an additional proof of claim in the bankruptcy proceedings; and (ii) amending the procedural consolidation language in respect of these bankruptcy estates contained in the Assignment Order to update the style of cause and direct the procedural consolidation of the estates, notwithstanding that separate court numbers were issued on the certificates of assignment.

## **1.3 Currency**

1. All amounts in this Report are expressed in Canadian Dollars, unless otherwise noted.

## **1.4 Restrictions**

1. The Trustee has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied upon in this Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information presented in this Report should perform its own diligence.
2. The Trustee accepts no responsibility for any reliance placed by any third party on RGC's financial information presented herein, nor for any information concerning potential recoveries.

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<sup>1</sup> Although the initial materials in respect of the assignments were filed on November 27, 2023, the certificates of appointment, noting November 27, 2023 as the date of bankruptcy, were issued on January 30, 2024 due to a clerical error. Copies of the Certificates of Appointment are attached as Appendix "B".

## 2.0 Relevant Background of Receivership Proceedings

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on May 26, 2021 (the “Receivership Order”), KSV was appointed as receiver (the “Receiver”) of RGC (the “Receivership Proceedings”). The Receivership Order was amended on June 4, 2021 (the “Amended Receivership Order”).
2. RGC operated a trucking business consisting of a fleet of vehicles (the “Trucking Business”) and had previously owned certain real estate assets. RGC provided international truckload services between the US and Canada. RGC’s largest customer was Ford Motor Company. Swinderpal Singh Randhawa (“Paul”) and Rana Partap Singh Randhawa (“Rana”) are the ultimate shareholders of the RGC entities.
3. At the commencement of its mandate, the Receiver determined that it needed to immediately discontinue RGC’s business and operations because they were not viable.

## 2.1 Investigation Mandate

1. Since 2018, Paul and Rana have been involved in a dispute concerning, among other things, the ownership, operation and sale of RGC.
2. On October 1, 2018, Rana and Paul entered into Minutes of Settlement (the “October Minutes”), which provided, among other things, a) that Rana and Paul each own 50% of the Trucking Business; and b) a process to sell the Trucking Business and splitting the proceeds equally.
3. In the context of the dispute between Paul and Rana, on May 19, 2021, the Honourable Justice Koehnen released a decision which, among other things, contemplated the issuance of the Receivership Order for the purposes of KSV, as Receiver, to carry out a sale mandate and an investigation (the “Investigation Mandate”).
4. The Receiver concluded its Investigation Mandate and identified conclusive evidence that Rana was working with another trucking company, Motion Transport Ltd. (“Motion”) and transferring RGC’s assets, resources, personnel, and revenues to Motion in contravention of the settlement agreements between Rana and Paul and with the aim of eroding the value of RGC. The Receiver’s findings were summarized in its Fifth Report to Court dated September 24, 2021 (the “Fifth Report”).
5. Having reviewed the potential claims identified in the Fifth Report and the costs associated with pursuing the claims, the Receiver filed a Notice of Action and Statement of Claim against Rana in respect of certain of the findings in the Fifth Report.

## 2.2 Assets

1. As at the date of this Report, there is approximately \$3.9 million of cash available for distribution to the Bankrupt Entities' creditors, less costs to complete the administration of these proceedings. The cash primarily represents proceeds from the sale of vehicles and refunds received from Canada Revenue Agency. Subject to inspector approval, KSV has allocated the cash amongst the Bankrupt Entities as follows.

(\$000s)	Total Assets <sup>2</sup>
ASR	2,877
Proex	43 <sup>3</sup>
Guru	514
222	505
Total	3,939

2. In addition to the cash balances, the only other potential material asset of the Bankrupt Entities is litigation claims against Rana.

## 3.0 Summary of Receivership Claims Process

1. On September 16, 2021, the Court granted an Order in the Receivership Proceedings (the "CPO") which established a claims process for RGC's creditors. The claims process provided every creditor to submit a claim in a manner similar to a bankruptcy claims process. October 31, 2021 was established as the Claims Bar Date (as defined in the CPO). A copy of the CPO is attached as Appendix "C".
2. Pursuant to the CPO, more than 60 claims were filed with the Receiver.
3. After reviewing the claims, the Receiver issued several Notices of Revision or Disallowances ("NORD") and agreed to resolutions with each claimant that received a NORD. In total, there is approximately \$620,000 owing to creditors in respect of unsecured proofs of claim (other than the claim filed by one of the shareholders, as described in the Trustee's Preliminary Report dated December 18, 2023 (the "**Preliminary Report**"), a copy of which is attached as Appendix "D".
4. Because RGC's tax records were out-of-date at the time of the CPO and the Receiver intended to work cooperatively with the government, the CPO did not bar Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory in Canada, solely in respect of corporate or sales and use taxes. Therefore, the CRA and/or provincial authorities may have claims that were not filed under the prior CPO.

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<sup>2</sup> Asset balances are as of the date of the Trustee's Preliminary Report (as defined below). Immaterial amounts have been spent since that date.

<sup>3</sup> The Trustee notes the asset balances of Proex and Guru reported in the Preliminary Report were \$514,000 and \$43,000, respectively. These asset balances have been updated in the above table to reflect the correct allocation.

## 4.0 BIA Proofs of Claim

1. The Trustee is seeking the Court's confirmation that it may use the claims filed in the Receivership Proceedings, such that creditors who have filed claims in the Receivership Proceedings shall not be required to file additional proofs of claim in these bankruptcy proceedings.
2. At the First Meeting of Creditors, the Trustee agreed to accept confirmation from creditors that their prior proofs of claim were unchanged, rather than requiring creditors to resubmit documents with the same information. A limited number of creditors also resubmitted their proofs of claim.
3. For greater clarity, the Trustee does not intend to ignore the mandatory and statutory steps regarding claims under the *Bankruptcy and Insolvency Act* ("BIA"). Rather, the Trustee proposes to have the Court deem the claims from the Receivership Proceedings to be filed in the bankruptcy process to effect an administratively efficient and streamlined BIA claims process.
4. The Trustee desires to notify all creditors, that if they had an accepted claim in the Receivership Proceedings, that a new proof of claim does not need to be filed in these bankruptcy proceedings, unless the creditor believes that their claim has changed.
5. Many of the creditors are small business or participants in the trucking industry with limited access to the administrative support necessary to file proofs of claim. Certain of the creditors in this proceeding participated in the first meeting of creditors from their vehicles or homes while working. Requiring these parties to resubmit the same information is burdensome and likely to cause confusion.
6. The Trustee is seeking this relief in order to avoid the duplication of effort by creditors and the Trustee, and to avoid unnecessary expense in relation to the claims and the BIA proceedings generally. The cost to administer a second claims process on the same claims will simply reduce the finite pool of funds available for distribution to the unsecured creditors.

## 5.0 Procedural Consolidation

1. The Trustee seeks orders to procedurally consolidate the bankruptcy proceedings consistent with the Assignment Order. The Assignment Order provides for certain administrative relief in connection with the bankruptcy. Notwithstanding the Assignment Order, the certificates of appointment for the Bankrupt Entities each reference separate court numbers. As a result, the Court office has advised the Trustee that it cannot procedurally consolidate the court files based on the Assignment Order.
2. The Trustee believes that procedurally consolidating the proceedings is appropriate as:
  - (a) it will permit all motion to be brought before one justice, rather than having multiple proceedings. Additionally, the consolidation sought will allow the Trustee to advance these proceedings in the most expedient and efficient manner for the benefit of stakeholders;

- (b) it will facilitate the orderly administration of these proceedings;
  - (c) creditor rights will not be affected by the procedural consolidation; and
  - (d) it will reduce costs, including by filing materials in one proceeding only.
3. The requested orders are consistent with the Assignment Order and the relief granted in other proceedings under the BIA.

## 6.0 Conclusion and Recommendation

1. Based on the foregoing, the Trustee respectfully recommends that this Honourable Court make an order granting the relief sought in Section 1.2.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS TRUSTEE OF THE BANKRUPT ENTITIES  
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**



## **Appendix “A”**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE  
JUSTICE PENNY

)  
)  
)

MONDAY, THE 23RD  
DAY OF OCTOBER, 2023

B E T W E E N:

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

RANA PARTAP SINGH RANDHAWA, PROEX LOGISTICS INC.,  
GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR  
TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC.,  
NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD.,  
R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC.,  
SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC.,  
AND ASR TRANSPORTATION INC.

Respondents

**ORDER  
(Assignment into Bankruptcy)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and property of Proex Logistics Inc. Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation), 2221589 Ontario Inc., 2435963 Ontario Inc., Noor Randhawa Corp., Superstar Transport Ltd., R.S. International Carriers Inc., Subeet Carriers Inc., Superstar Logistics Inc., Continental Truck Services Inc., and ASR Transportation Inc., (“**RGC**”) acquired for, or used in relation to a business carried on by RGC, for an Order among other things, (a) approving the

Report of the Proposed Receiver dated January 28, 2021, the Supplement to the First Report dated May 31, 2021, the Supplement to the Fourth Report dated September 13, 2021, the Eighth Report dated December 19, 2022 and the Ninth Report dated October 16, 2023 (the “**Ninth Report**”) of the Receiver and the activities of the Receiver as described therein (collectively, the “**Reports**”); (b) approving the fees and disbursements of the Receiver and its counsel as described in the affidavits of Noah Goldstein sworn October 16, 2023 and John Picone sworn October 16, 2023 (the “**Fee Affidavits**”); (c) authorizing the Receiver to make a distribution to the New Millennium Tire Centre (1519950 Ontario Inc.), on account of its secured claim; (d) assigning a subset of RGC, Proex Logistics Inc., Guru Logistics Inc., 1542300 Ontario Inc. (operated as Asr Transportation), and 2221589 Ontario Inc. (collectively, the “**Assigned Entities**”) into bankruptcy and appointing KSV as trustee in bankruptcy; and (e) upon the filing of a termination certificate terminating these receivership proceedings, discharging KSV as Receiver of RGC and releasing KSV and its counsel, was heard by judicial videoconference via Zoom at Toronto, Ontario;

**ON READING** the Notice of Motion of the Receiver dated October 17, 2023, the Reports and upon hearing the submissions of counsel for the Receiver and counsel for the other parties appearing on the Participant Information Form; and no one else appearing although duly served as appears from the affidavit of service of Stephanie Fernandes sworn October 17, 2023, filed.

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Ninth Report.

### **APPROVAL OF ACTIVITIES AND FEES**

3. **THIS COURT ORDERS AND DECLARES** that the Report of the Proposed Receiver dated January 28, 2021, the Supplement to the First Report dated May 31, 2021, the Supplement to the Fourth Report dated September 13, 2021, the Eighth Report dated December 19, 2022 and the Ninth Report dated October 16, 2023, and the activities of the Receiver as set out therein be and are hereby approved, provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

4. **THIS COURT ORDERS AND DECLARES** that the fees and disbursements of the Receiver and its counsel as set out in the Fee Affidavits be and are hereby approved.

5. **THIS COURT ORDERS** that the anticipated further fees and disbursements of the Receiver and its counsel in connection with the completion by the Receiver of its remaining duties and administration of the Receivership proceedings, estimated not to exceed \$75,000 (inclusive of HST) (the “**Remaining Fees and Disbursements**”) as described in the Ninth Report be and are hereby approved, and that the Receiver and its counsel shall not be required to pass their accounts in respect of any further activities in connection with the administration of the receivership proceedings, provided, however, that if the further fees and disbursements of the Receiver and its counsel in connection with the completion by the Receiver of its remaining duties and administration of the Receivership proceedings exceed the above estimate, the Receiver shall return to Court to seek approval to pay any such amounts in excess of the Remaining Fees and Disbursements pursuant to a further Order of the Court.

## DISTRIBUTION

6. **THIS COURT ORDERS** that the Receiver is hereby authorized, without further order of this Court, to make a distribution to New Millennium Tire Centre (1519950 Ontario Inc.) from funds held by the Receiver in payment of the Secured Obligations (as defined in the Ninth Report) (the “**Distribution**”) in an amount not to exceed the amount owing by the applicable RGC entity under the Secured Obligations.

7. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to take all reasonably necessary steps and actions to effect the Distribution in accordance with the provisions of this Order, and shall not incur any liability as a result of making the Distribution.

8. **THIS COURT ORDERS** that any distribution in accordance with this Order shall be permanent and indefeasible payments of the Secured Obligations.

9. **THIS COURT ORDERS** that, notwithstanding: (a) the pendency of these receivership proceedings; (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the “**BIA**”) or other applicable legislation in respect of RGC and any bankruptcy order issued pursuant to any such applications; (c) any assignment in bankruptcy made in respect of RGC; and (d) any provisions of any federal or provincial legislation, the Distributions shall be made free and clear of all encumbrances (including the charges set out in the Amended Receivership Order (the “**Charges**”)) and shall be binding on any trustee in bankruptcy that may be appointed in respect of RGC and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **ASSIGNMENT INTO BANKRUPTCY**

10. **THIS COURT ORDERS AND DECLARES** that the Receiver is authorized to cause the Assigned Entities to be assigned into bankruptcy in accordance with the BIA and that KSV is authorized and empowered to act as trustee in bankruptcy of the Assigned Entities.

## **APPOINTMENT OF TRUSTEE IN BANKRUPTCY**

11. **THIS COURT ORDERS** that, upon KSV's appointment as licensed insolvency trustee for the Assigned Entities (in such capacity, the "**Trustee**"), the Trustee may administer the bankruptcy estates of the Assigned Entities as follows:

- (a) a single court file number and title of proceeding of "In the Matter of the Bankruptcy of Randhawa Group of Companies";
- (b) the Trustee is authorized to administer the bankrupt estates of the Assigned Entities as if such estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the BIA with respect to the administration of bankrupt estates generally, including without limitation as follows:
  - (i) the Trustee is authorized to send notice of the first meeting of creditors (the "**Notice**") in the manner prescribed by section 102 of the BIA by sending the Notice together with directions to download documents to accompany the notice set out in section 102(2) of the BIA (the "**Forms**");
  - (ii) meetings of creditors and inspectors in the bankrupt estates of the Assigned Entities may be convened through one combined advertisement

and conducted jointly provided that the results of any creditors vote shall be separately tabulated for each such bankrupt estate;

- (iii) the Trustee is authorized to use a consolidated form of proof of claim that directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
- (iv) the Trustee is authorized to maintain a consolidated bank account with respect to the Assigned Entities' respective bankruptcy estates;
- (v) the Trustee is authorized to issue consolidated reports in respect of the bankruptcy estates of the Assigned Entities;
- (vi) the Trustee is authorized to perform a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of the Assigned Entities required under the BIA; and
- (vii) a single group of inspectors shall be the inspectors for the consolidated bankruptcy estates of the Assigned Entities.

12. **THIS COURT ORDERS** that this procedural consolidation is not a substantive consolidation of the bankrupt estates of the Assigned Entities and will automatically terminate if the Trustee is replaced as licensed insolvency trustee of any, but not all, of the estates of the Assigned Entities.

13. **THIS COURT ORDERS** that any distributions from the Assigned Entities to Rana Partap Singh Randhawa (if any) and to Swinderpal Singh Randhawa shall account for the allocations contemplated in the endorsement of The Honourable Justice Steele dated March 12, 2023. If

those allocations cannot be determined without the Court's direction, they shall be brought to the attention of The Honourable Justice Steele in the manner contemplated at paragraph 30 of the endorsement.

14. **THIS COURT ORDERS** that after payment of the amounts set out in paragraphs 5 and 6 above and the fees and expenses of the Receiver and its counsel, the Receiver is authorized and directed to pay to the Trustee all remaining funds of the Assigned Entities.

**GENERAL**

15. **THIS COURT ORDERS** that nothing in this Order derogates from any rights that the Receiver or Trustee may have pursuant to the applicable provisions of the BIA or applicable legislation.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction 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 and to assist the Receiver and its agents in carrying out the terms of this Order.

17. **THIS COURT ORDERS** that this Order is effective from today's date and it is made enforceable without any need for entry or filing.





SWINDERPAL SINGH RANDHAWA  
Applicant

-and-

RANA PARTAP SINGH RANDHAWA et al.  
Respondents

Court File No. CV-18-593636-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT  
TORONTO

**ORDER  
(ASSIGNMENT INTO BANKRUPTCY)**

**Cassels Brock & Blackwell LLP**

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40 Temperance St.  
Toronto, ON M5H 0B4

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**Stephanie Fernandes LSO #: 85819M**

Tel: 416.860.6481  
Fax: 416.360.8877  
Email: sfernandes@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as  
Receiver

## **Appendix “B”**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-3014702  
Estate No.: 31-3014702

In the Matter of the Bankruptcy of:

**Proex Logistics Inc.**

Debtor

**KSV RESTRUCTURING INC.**

Licensed Insolvency Trustee

Ordinary Administration

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Date and time of bankruptcy:	November 27, 2023, 16:13	Security:	\$0.00
Date of trustee appointment:	November 27, 2023		
Meeting of creditors:	December 18, 2023, 14:00 MEETING ID:88549495910 PASSOCDE:vE8Cns 220 Bay Street, Suite 1300 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: January 30, 2024, 09:05

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-3014700  
Estate No.: 31-3014700

In the Matter of the Bankruptcy of:

**Guru Logistics Inc.**

Debtor

**KSV RESTRUCTURING INC.**

Licensed Insolvency Trustee

Ordinary Administration

---

Date and time of bankruptcy:	November 27, 2023, 16:12	Security:	\$0.00
Date of trustee appointment:	November 27, 2023		
Meeting of creditors:	December 18, 2023, 14:00 MEETING ID:88549495910 PASSCODE:vE8Cns 220 Bay Street, Suite 1300 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: January 30, 2024, 09:05

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-3014694  
Estate No.: 31-3014694

In the Matter of the Bankruptcy of:

**1542300 Ontario Inc.**

Debtor

**KSV RESTRUCTURING INC.**

Licensed Insolvency Trustee

Ordinary Administration

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Date and time of bankruptcy:	November 27, 2023, 16:10	Security:	\$0.00
Date of trustee appointment:	November 27, 2023		
Meeting of creditors:	December 18, 2023, 14:00 MEETING ID:88549495910 PASSCODE:vE8Cns 220 Bay Street, Suite 1300 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: January 30, 2024, 09:06

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Ontario  
Division No.: 09 - Toronto  
Court No.: 31-3014698  
Estate No.: 31-3014698

In the Matter of the Bankruptcy of:

**2221589 Ontario Inc.**

Debtor

**KSV RESTRUCTURING INC.**

Licensed Insolvency Trustee

Ordinary Administration

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Date and time of bankruptcy:	November 27, 2023, 16:11	Security:	\$0.00
Date of trustee appointment:	November 27, 2023		
Meeting of creditors:	December 18, 2023, 14:00 MEETING ID:88549495910 PASSCODE:vE8Cns 220 Bay Street, Suite 1300 Toronto, Ontario Canada,		
Chair:	Trustee		

CERTIFICATE OF APPOINTMENT - Section 49 of the Act; Rule 85

I, the undersigned, official receiver in and for this bankruptcy district, do hereby certify that:

- the aforementioned debtor filed an assignment under section 49 of the *Bankruptcy and Insolvency Act*;
- the aforementioned trustee was duly appointed trustee of the estate of the debtor.

The said trustee is required:

- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable, to call in the prescribed manner a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the official receiver.

Date: January 30, 2024, 09:06

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

**Canada**

## **Appendix “C”**

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

THE HONOURABLE MR.

)

THURSDAY, THE 16<sup>th</sup>

)

JUSTICE KOEHNEN

)

DAY OF SEPTEMBER, 2021

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

RANA PARTAP SINGH RANDHAWA, PROEX LOGISTICS INC.,  
GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR  
TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC.,  
NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD.,  
R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC.,  
SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC.,  
AND ASR TRANSPORTATION INC.

Respondents

**CLAIMS PROCEDURE ORDER**

**THIS MOTION**, made by KSV Restructuring Inc., as receiver (in such capacity, the “**Receiver**”) without security, of the assets, undertakings and properties of Proex Logistics Inc., Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation), 2221589 Ontario Inc., 2435963 Ontario Inc., Noor Randhawa Corp., Superstar Transport Ltd., R.S. International Carriers Inc., Subeet Carriers Inc., Superstar Logistics Inc., Continental Truck Services Inc., and ASR Transportation Inc. (collectively, “**RGC**” and each an “**RGC Entity**”) acquired for, or used in relation to a business carried on by RGC, for an order approving a procedure for the determination and resolution of claims against the RGC Entities and authorizing the Receiver to administer such claims procedure in accordance with its terms and making certain distributions in accordance with





its results, was heard this day by way of judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Fourth Report of the Receiver dated September 8, 2021 (the "**Fourth Report**"), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list although duly served as appears from the affidavits of service of Kieran May sworn September 9, 13 and 15, 2021, filed:

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the 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.

### **DEFINITIONS**

2. **THIS COURT ORDERS** that the following terms in this Order shall have the following meanings ascribed to them:

- (a) "**Business Day**" means a day, other than a Saturday or a Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (b) "**Claimant**" or "**Claimants**" means any Person(s) with a Claim and, if the context requires, includes an assignee of a Claim, or a trustee, interim receiver, receiver, receiver and manager, liquidator, or other Person acting on that Person's behalf;
- (c) "**Claim**" or "**Claims**" means
  - (i) any right of any Person against any RGC Entity, in connection with any indebtedness, liability or obligation of any kind of any RGC Entity whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity for or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts existing prior to the date of the Receivership Order, (B) relates to a time period prior to the date of the Receivership Order, or (C) would have been a claim provable in bankruptcy

had the RGC become bankrupt on the date of the Receivership Order (a **"Pre-Receivership Claim"**); or

(ii) any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, or repudiation of any lease, contract, or other agreement or obligation on or after the date of the Receivership Order and whether such restructuring, termination, or repudiation took place or takes place before or after the date of this Order (a **"Restructuring Claim"**);

(d) **"Claims Bar Date"** means:

(i) in respect of Pre-Receivership Claims, 5:00 p.m. (Eastern Time) on October 31, 2021, or such later date as may be ordered by this Court; and

(ii) in respect of Restructuring Claims, 5:00 p.m. (prevailing Eastern Time) on the later of: (i) October 31, 2021, and (ii) the date that is 30 days after the date on which the Receiver sends a Claims Package to the Creditor with respect to a Restructuring Claim that arose after the date of the Receivership Order;

(e) **"Claims Package"** means copies of this Order, a form of Proof of Claim, the Instruction Letter substantially in the form attached hereto as **Schedule "A"** and such other instructional or other materials as the Receiver considers necessary or appropriate;

(f) **"Claims Procedure"** means the process outlined in this Order in connection with the assertion of Claims against the RGC Entities;

(g) **"Court"** means the Ontario Superior Court of Justice (Commercial List) sitting in Toronto, Ontario;

(h) **"Notice of Dispute"** means the notice referred to in paragraph 12 hereof, substantially in the form attached as **Schedule "B"** hereto, which may be delivered to the Receiver by a Claimant disputing a Notice of Revision or Disallowance, with reasons for its dispute;

(i) **"Notice of Revision or Disallowance"** means the notice referred to in paragraph 12 hereof, substantially in the form of **Schedule "C"** hereto advising a Claimant that the Receiver has revised or rejected all or part of such Claimant's Claim set out in its Proof of Claim;

- (j) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, association, unincorporated organization, court-appointed representative, government or any agency, officer or instrumentality thereof or similar entity, or any other entity howsoever designated or constituted exercising executive, legislative, judicial, regulatory or administrative functions in Canada or any other country;
- (k) **“Proof of Claim”** means the aggregate of the documentation submitted by the Claimant pursuant to the Claims Procedure to evidence its Claim which shall include the Proof of Claim substantially in the form attached as **Schedule “D”** hereto;
- (l) **“Proven Claim”** has the meaning ascribed to it in paragraph 11 hereof; and
- (m) **“Receivership Order”** means the order appointing the Receiver dated May 26, 2021, as amended from time to time.

### **CLAIMS PROCEDURE**

3. **THIS COURT ORDERS** that the Claims Procedure be and is hereby approved and the Receiver be and is hereby directed and empowered, to administer the Claims Procedure and to take such steps or actions as may be necessary or desirable to administer or complete the Claims Procedure.

### **NOTICE TO CLAIMANTS**

4. **THIS COURT ORDERS** that for the purpose of facilitating the identification of all Claims, within ten (10) Business Days of the date of this Order:

- (a) the Receiver shall send a Claims Package by prepaid ordinary mail, courier, facsimile transmission or electronic mail to each known potential Claimant at the address for such potential Claimant listed in the books and records of RGC in the possession of the Receiver;
- (b) the Receiver shall cause to be published once in the *Globe and Mail* (National Edition) a notice substantially in the form attached as **Schedule “E”** hereto of the Claims Procedure and the Claims Bar Date; and
- (c) the Receiver shall make a copy of the Claims Package available on the Receiver’s website at <https://www.ksvadvisory.com/insolvency-cases/case/rgc>.

5. **THIS COURT ORDERS** that the Receiver shall send by prepaid ordinary mail, courier, facsimile transmission or electronic mail as soon as reasonably possible following receipt of a request therefor, a Claims Package to any Person requesting the same, provided such request is received prior to the Claims Bar Date.

6. **THIS COURT ORDERS** that compliance by the Receiver with the provisions of paragraph 4 shall constitute good and sufficient service upon all Claimants of notice of these proceedings, this Order, the Claims Procedure, the Claims Bar Date, and the related deadlines and procedures set forth herein and no other form of service or notice need be made by the Receiver to any Person in respect of the Claims Procedure.

7. **THIS COURT ORDERS** that the delivery of a Claims Package to a Claimant shall not constitute an admission of any liability of any RGC Entity to any Person.

#### **FILING OF PROOFS OF CLAIM**

8. **THIS COURT ORDERS** that any Person asserting a Claim shall set out its Claim in a Proof of Claim and deliver that Proof of Claim so that it is actually received by the Receiver in accordance with paragraph 24 of this Order by the Claims Bar Date or such later date as the Receiver may agree to in writing, or as the Court may otherwise order.

9. **THIS COURT ORDERS** that any Claimant that fails to deliver or fails to have delivered on the Claimant's behalf a completed Proof of Claim to the Receiver by the Claims Bar Date:

- (a) shall be and is hereby forever barred from making or enforcing any Claim and all such Claims shall be forever extinguished and released; and
- (b) shall not be entitled to receive any further notice in respect of the Claims Procedure or these receivership proceedings or receive any distribution in relation to the estates or assets of any RGC Entity.

10. **THIS COURT ORDERS** that, notwithstanding anything else contained in this Order, the following Claims shall not be barred, extinguished or affected by this Order:

- (a) Claims of the Receiver or counsel to the Receiver;
- (b) Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory in Canada, solely in respect of corporate or sales and use taxes; and
- (c) Claims of the RGC Entities against other RGC Entities.

## REVIEW AND DETERMINATION OF PROOFS OF CLAIM

11. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to determine whether the Claims of each Person that filed a Proof of Claim should be accepted, revised or disallowed in accordance with the process established in paragraph 12 of this Order. Any Claim accepted, deemed or determined as proven in accordance with this Order will be referred to herein as a “**Proven Claim**” (or more than one, “**Proven Claims**”).

12. **THIS COURT ORDERS** that the Receiver be and is authorized and directed to administer the following process to finally determine Claimants’ Claims as Proven Claims:

- (a) the Receiver shall review each Claim and shall accept, revise or disallow the Claim;
- (b) if the Receiver determines to revise or disallow any Claim, the Receiver shall send a Notice of Revision or Disallowance to the respective Claimant as soon as is practicable once the Claim has been revised or disallowed;
- (c) a Notice of Revision or Disallowance shall be final and conclusive and stand as evidence of the respective Claimant’s Proven Claim unless the Claimant delivers to the Receiver in accordance with paragraph 24 of this order, a Notice of Dispute within the fourteen (14) day period after service of the Notice of Revision or Disallowance;
- (d) following delivery of a Notice of Dispute, the Receiver may attempt to consensually resolve the amount of any disputed Claim with the respective Claimant and may accept, revise, disallow or settle any disputed Claim;
- (e) if the Receiver is unable to consensually resolve any disputed claim, the Receiver shall seek further advice and direction from the Court to establish further procedures to determine the disputed claim; and
- (f) the Receiver is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance as to the manner in which the Claims are completed and executed and may, where satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to the completion and the execution thereof.

13. **THIS COURT ORDERS** that notwithstanding the other provisions of this Order, the Receiver may make a motion to the Court for a final determination of a Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Receiver.

#### **ADEQUACY OF INFORMATION/CURRENCY**

14. **THIS COURT ORDERS** that:

- (a) the Receiver may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and submission of a Proof of Claim; and
- (b) any Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Claims Procedure Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada spot rate on May 26, 2021.

#### **NOTICE OF TRANSFEREES**

15. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Claim as the Claimant in respect thereof unless:

- (a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver; and
- (b) the Receiver shall have acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to the written acknowledgement by the Receiver of such transfer or assignment.

16. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Claimant

in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 15 of this Claims Procedure Order and the Receiver has acknowledged in writing such transfer or assignment, the person last holding such Claim in whole as the Claimant in respect of such Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Claims Procedure Order.

17. **THIS COURT ORDERS** that the Receiver is under no obligation to give notice to any Person other than the Claimant holding the Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Claim.

18. **THIS COURT ORDERS** that the transferee or assignee of any Claim:

- (a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of the applicable RGC Entity and the Receiver against any such transferor or assignor, including any rights of set-off which the applicable RGC Entity had against such transferor or assignor; and
- (b) cannot use any transferred or assigned claim to reduce any amount owing by the transferee or assignee to the applicable RGC Entity or the Receiver, whether by way of set-off, application, merger, consolidation or otherwise.

#### **SET OFF, ETC.**

19. **THIS COURT ORDERS** that the Receiver may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Claimant, any claims of any nature whatsoever, including, without limitation, contingent claims, that the applicable RGC Entity may have against such Claimant arising prior to the entry of this Claims Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be determined by the Court. If there is any dispute between the Receiver and the applicable Claimant, however, neither the failure to assert set-off nor the allowance of any Claim hereunder shall constitute a waiver or release by the Receiver of any such claim that the Receiver may have against such Claimant.

## **DISTRIBUTIONS**

20. **THIS COURT ORDERS** that this Claims Procedure Order does not, and is not intended to, provide any Person with any entitlement to receive any distribution from any RGC Entity.

21. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek an order governing additional distributions, including the calculation of any interest payable following the Claims Bar Date.

## **DIRECTIONS**

22. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Claims Procedure Order, the Claims Procedure set out herein and the forms attached as Schedules hereto, including the establishment of a supplemental bar date for claims arising after the date of this Order, if any.

## **NOTICES AND COMMUNICATION**

23. **THIS COURT ORDERS** that any notice or other communication to be given under this Order by the Receiver to a Claimant shall be in writing in substantially the form, if any, provided for in this Order. Such notice or other communication will be sufficiently given to a Claimant if given by prepaid ordinary mail, courier, facsimile transmission or electronic mail to the Claimant to such address, facsimile number or electronic mail address for such Claimant as may be recorded in the books and records of RGC in the possession of the Receiver or to such other address, facsimile number or electronic mail address as such Claimant may request by notice to the Receiver given in accordance with this Order. Any such notice or other communication, (i) if given by prepaid ordinary mail, shall be deemed received on the third Business Day after mailing, (ii) if given by courier or delivery shall be deemed received on the next Business Day following dispatch, (iii) if given by facsimile transmission or electronic mail before 5:00 p.m. (Eastern Standard Time) on a Business Day shall be deemed received on such Business Day; and (iv) if given by facsimile transmission or electronic mail after 5:00 p.m. (Eastern Standard Time) on a Business Day shall be deemed received on the next following Business Day.

24. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Notice of Dispute) to be given under this Order by a Claimant to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid ordinary mail, courier, delivery, or electronic mail addressed to:



**KSV RESTRUCTURING INC.**

150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Jonathan Joffe  
Tel: 416.932.6253  
Email: [jjoffe@ksvadvisory.com](mailto:jjoffe@ksvadvisory.com)

25. **THIS COURT ORDERS** that if during any period during which notices or other communication are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, delivery, facsimile transmission or electronic mail in accordance with this Order

**PROTECTIONS FOR THE RECEIVER**

26. **THIS COURT ORDERS** that in carrying out the terms of this Claims Procedure Order:

- (a) the Receiver shall have all the protections given to it by each of the Receivership Order and as an officer of this Court, as applicable, including the stay of proceedings in its favour;
- (b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Claims Procedure Order;
- (c) the Receiver shall be entitled to rely on the books and records without independent investigation; and
- (d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books and records.

**MISCELLANEOUS**

27. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in 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 of America, and of any

other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order.

28. **THIS COURT ORDERS** that, this order is effective from today's date and it is made and enforceable without any need for entry or filing.

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A handwritten signature in blue ink, consisting of stylized initials that appear to be 'DAJ', is written above a horizontal line.

**SCHEDULE "A"  
INSTRUCTION LETTER**

**FOR THE CLAIMS PROCEDURE FOR CLAIMANTS IN THE RECEIVERSHIP OF PROEX LOGISTICS INC., GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC., NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD., R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC., SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC., AND ASR TRANSPORTATION INC. ("RGC" AND EACH AN "RGC ENTITY")**

**PLEASE TAKE NOTICE** that this Instruction Letter is being sent pursuant to an order of the Honourable Justice Koehnen of the Ontario Superior Court of Justice (Commercial List), dated September 9, 2021 (the "**Claims Procedure Order**"). All capitalized terms not otherwise defined in this Instruction Letter shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Receiver at <https://www.ksvadvisory.com/insolvency-cases/case/rgc> (the "**Receiver's Website**").

**Claims Procedure**

This letter provides instructions for completing the Proof of Claim. A blank Proof of Claim form is included with this letter.

The Claims Procedure is intended for any Person asserting a Claim of any kind or nature whatsoever against any RGC Entity.

**If you wish to file a Claim, you must file a Proof of Claim by the applicable Claims Bar Date to avoid the barring and extinguishment of any Claim which you may have against any RGC Entity.**

If you have any questions regarding the Claims Procedure, please contact the Receiver at the following addresses:

**KSV RESTRUCTURING INC.**

150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Jonathan Joffe  
Tel: 416.932.6253  
Email: [jjoffe@ksvadvisory.com](mailto:jjoffe@ksvadvisory.com)

To avoid the barring and extinguishment of any Claim you may have against any RGC Entity, if any, you are required to file a proof of claim by the Claims Bar Date. In the case of a Pre-Receivership Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and **ensure that it is received by the Receiver by 5:00 p.m. (Toronto Time) on October 31, 2021.** In the case of a Restructuring Claim, you are required to file a Proof of Claim on the date that is the later of: **(i) October 31, 2021, and (ii) thirty (30) calendar days following the date on which the Receiver sends a Claims Package with respect to such Restructuring Claim.**

Additional Proof of Claim forms can be found on the Receiver's Website or obtained by contacting the Receiver at the address indicated above and providing particulars as to your name, address, and e-mail address. Once the Receiver has this information, you will receive, as soon as practicable, a Proof of Claim form.

If you are submitting your Proof of Claim electronically, please submit it in PDF format and ensure the name of the file is **[legal name of creditor]poc.pdf**.

**IF A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM IS NOT RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE:**

- (A) YOUR CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY RGC ENTITY; AND**
- (B) YOU SHALL NOT BE ENTITLED TO PARTICIPATE IN ANY DISTRIBUTIONS TO CREDITORS OF ANY RGC ENTITY.**

**SCHEDULE "B"  
NOTICE OF DISPUTE**

**IN THE MATTER OF THE RECEIVERSHIP OF PROEX LOGISTICS INC., GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC., NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD., R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC., SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC., AND ASR TRANSPORTATION INC. ("RGC" AND EACH AN "RGC ENTITY")**

By order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated September ●, 2021 (as may be amended, restated or supplemented from time to time (the "**Claims Procedure Order**")), the Receiver has been authorized to conduct a claims procedure (the "**Claims Procedure**"). A copy of the Claims Procedure Order, with all schedules, may be found on the Receiver's website at: <https://www.ksvadvisory.com/insolvency-cases/case/rgc> (the "**Receiver's Website**"). Capitalized terms used in this Notice of Dispute not otherwise defined in this Notice of Dispute shall have the meaning given to them in the Claims Procedure Order.

Name of Claimant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PLEASE TAKE NOTICE THAT**, pursuant to the Claims Procedure Order, we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated \_\_\_\_\_, issued by the Receiver, in respect of our Claim. We accept/dispute the following portion(s) of our Claim as revised and/or disallowed in the said Notice of Revision or Disallowance:

RGC Entity	Claims Amount as Per Notice of Revision or Disallowance (\$CDN)	Claims Amount as Per Claimant (\$CDN)	Classification of Claims (Secured / Unsecured)

Reason for the dispute (attach copies of any supporting documentation):

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Address for Service of Notice of Dispute of Revision or Disallowance:

**KSV RESTRUCTURING INC.**

150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Jonathan Joffe  
Tel: 416.932.6253  
Email: [jjoffe@ksvadvisory.com](mailto:jjoffe@ksvadvisory.com)

**THIS FORM AND ANY REQUIRED SUPPORTING DOCUMENTATION MUST BE RETURNED TO THE RECEIVER BY PREPAID ORDINARY MAIL, PERSONAL SERVICE, EMAIL (IN PDF FORMAT), OR COURIER TO THE ADDRESS INDICATED ABOVE AND MUST BE ACTUALLY RECEIVED BY THE RECEIVER BY 5:00 P.M. (TORONTO TIME) ON THE DAY WHICH IS FOURTEEN (14) CALENDAR DAYS AFTER THE DATE ON WHICH THE NOTICE OF REVISION OR DISALLOWANCE WAS DELIVERED TO THE CLAIMANT.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Per: \_\_\_\_\_

Witness

Print name of Claimant:

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*If Claimant is other than an individual, print name  
and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_





If you intend to dispute this Notice of Revision or Disallowance, you must, **no later than 5:00 p.m. (Toronto Time) on the day that is fourteen (14) calendar days after delivery of this Notice of Revision or Disallowance**, deliver a Notice of Dispute by prepaid ordinary mail, personal delivery, e-mail (in PDF format), or courier to the following address:

**KSV RESTRUCTURING INC.**

150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Jonathan Joffe  
Tel: 416.932.6253  
Email: [jjoffe@ksvadvisory.com](mailto:jjoffe@ksvadvisory.com)

Any Claimant who fails to deliver a Notice of Dispute by the date and time set out above shall be deemed to accept the classification and the amount of its Claim as set out in this Notice of Revision or Disallowance and such Claim as set out herein shall constitute an accepted Claim.

If you do not deliver a Notice of Dispute by the deadline stated above, you:

- (a) shall be forever barred and extinguished from making or enforcing any Claim against any RGC Entity (other than with respect to such Claim as has been allowed in this Notice of Revision or Disallowance), and all such Claims will be forever extinguished; and
- (b) shall not be entitled to participate in any distributions or dividends to creditors of any RGC Entity.

DATED at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**SCHEDULE "D"  
PROOF OF CLAIM**

(See attached for instructions)

**IN THE MATTER OF THE RECEIVERSHIP OF PROEX LOGISTICS INC., GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC., NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD., R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC., SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC., AND ASR TRANSPORTATION INC. ("RGC" AND EACH AN "RGC ENTITY")**

Regarding the Claim of \_\_\_\_\_ (referred to in this form as **"the Claimant"**). (name of Claimant)

All notices or correspondence regarding this claim to be forwarded to the Claimant at the following address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

Email Address: \_\_\_\_\_

*(All future correspondence will be delivered to the designated email address unless the Claimant specifically requests that hardcopies be provided)*

Please provide hardcopies of materials to the address above.

I \_\_\_\_\_ (name of the Claimant or representative of the Claimant), of \_\_\_\_\_ (City, Province or State) do hereby certify that:

2. I am the Claimant;

OR

I am \_\_\_\_\_ (state position/title) of the Claimant.

3. I have knowledge of all the circumstances connected with the Claim referred to in this form against the applicable RGC Entity.

\_\_\_\_\_ (insert name of RGC Entity) was, and still is indebted to the Claimant in the sum of CDN\$\_\_\_\_\_ (insert CDN \$ value of claim) as shown by the statement of account attached hereto and marked Schedule "A". If a Claimant's claim is to be reduced by deducting any counterclaims to which the applicable RGC Entity is entitled, please specify.

*The statement of account must specify the evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.*

- 4.  A. UNSECURED CLAIM OF \$\_\_\_\_\_. That in respect of this Claim, the Claimant does not hold and has not held any assets as security.
- B. SECURED CLAIM OF \$\_\_\_\_\_. That in respect of this Claim, the Claimant holds assets valued at \$\_\_\_\_\_ as security particulars of which are as follows:

*Give full particulars of the security, including the date on which the security was given and the value at which the Claimant assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".*

- 5. Have you acquired this Claim by assignment?      Yes                          No
- (if yes, attach documents evidencing assignment)

(if yes) Full Legal Name of original creditor(s): \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_ Per: \_\_\_\_\_

Witness

Print name of Claimant:

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*If Claimant is other than an individual, print name  
and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE “E”  
NEWSPAPER NOTICE TO CLAIMANTS AND OTHERS IN RESPECT OF CLAIMS**

**IN THE MATTER OF THE RECEIVERSHIP OF PROEX LOGISTICS INC., GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC., NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD., R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC., SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC., AND ASR TRANSPORTATION INC. (“RGC” AND EACH AN “RGC ENTITY”)**

**PLEASE TAKE NOTICE** that this Newspaper Notice to Claimants is being published pursuant to an order of the Honourable Justice Koehnen of the Ontario Superior Court of Justice (Commercial List), dated September ●, 2021 (the “**Claims Procedure Order**”). All capitalized terms not otherwise defined in this Newspaper Notice to Claimants shall bear the meaning given to them in the Claims Procedure Order, which is posted on the website of the Receiver at <https://www.ksvadvisory.com/insolvency-cases/case/rgc>. (the “**Receiver’s Website**”).

**Any Person who believes he, she, or it has a Claim against any RGC Entity must submit his, her or its Claim in a Proof of Claim form (which can be found on the Receiver’s Website) to the Receiver.**

**Proof of Claim forms can also be obtained by contacting the Receiver at the address below and providing particulars as to your name, address, and e-mail address. Once the Receiver has this information, you will receive, as soon as practicable, a Proof of Claim form.**

To avoid the barring and extinguishment of any Claim you may have against any RGC Entity, if any, you are required to file a proof of claim by the Claims Bar Date. In the case of a Pre-Receivership Claim, you are required to file a Proof of Claim, in the form enclosed herewith, and **ensure that it is received by the Receiver by 5:00 p.m. (Toronto Time) on October 31, 2021.** In the case of a Restructuring Claim, you are required to file a Proof of Claim on the date that is the later of: **(i) October 31, 2021, and (ii) thirty (30) calendar days following the date on which the Receiver sends a Claims Package with respect to such Restructuring Claim.**

Claims may be submitted by prepaid ordinary mail, courier, personal delivery or email, and all **Proofs of Claim must be actually received by the Receiver before the applicable Claims Bar Date, at the following addresses:**

**KSV RESTRUCTURING INC.**  
150 King Street West  
Suite 2308  
Toronto, ON M5H 1J9

Attention: Jonathan Joffe  
Tel: 416.932.6253  
Email: [jjoffe@ksvadvisory.com](mailto:jjoffe@ksvadvisory.com)

**CLAIMS WHICH ARE NOT RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

**The publication of this Newspaper Notice to Claimants, the solicitation of Proofs of Claim, and/or the sending of a Proof of Claim by a Claimant to the Receiver, does not constitute**

**an admission of any claims or grant any Claimant or any Person standing in the receivership proceedings.**

SWINDERPAL SINGH RANDHAWA  
Applicant

-and- RANA PARTAP SINGH RANDHAWA et al.  
Respondents

Court File No. CV-18-593636-00CL

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
PROCEEDING COMMENCED AT  
TORONTO**

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**CLAIMS PROCEDURE ORDER**

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**Cassels Brock & Blackwell LLP**  
2100 Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2

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Tel: 416.869.5321  
Email: [kmay@cassels.com](mailto:kmay@cassels.com)

Lawyers for KSV Restructuring Inc. in its capacity as Receiver

## **Appendix “D”**





**ESTATE FILE NOS.: 31-3014694**

**31-3014698**

**31-3014700**

**31-3014702**

**IN THE MATTER OF THE BANKRUPTCY OF  
PROEX LOGISTICS INC., GURU LOGISTICS INC.,  
1542300 ONTARIO INC. AND 2221589 ONTARIO INC.**

**TRUSTEE'S REPORT TO CREDITORS ON  
PRELIMINARY ADMINISTRATION**

## **1.0 Introduction**

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as Licensed Insolvency Trustee (the "Trustee") of Proex Logistics Inc. ("ProEx"), Guru Logistics Inc. ("Guru"), 1542300 Ontario Inc. (operated as ASR Transportation) ("ASR") and 2221589 Ontario Inc. ("222") (collectively, the "Assigned Entities").
2. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 26, 2021 (the "Receivership Order"), KSV was appointed as the receiver and manager (the "Receiver") of all the assets, undertakings and property (collectively, the "Property") of the Assigned Entities and certain other entities<sup>1</sup> (collectively, "RGC") which were acquired for, or used in relation to a business carried on by RGC.
3. As of the date of this Report, there is approximately \$3.9 million available for distribution to the Company's creditors less any costs to be incurred in the receivership or bankruptcy. The Receiver had received multiple requests from creditors urgently seeking distributions in the receivership proceedings. The Receiver was unable to make a distribution to creditors and/or shareholders in the receivership proceedings because it is unable to obtain a comfort letter or clearance certificate from Canada Revenue Agency ("CRA"). Accordingly, the Receiver determined that the final matters in the receivership, including distribution to unsecured creditors, are most efficiently completed in a bankruptcy.
4. Pursuant to a Court order made on October 23, 2023, among other things, the Receiver was authorized to cause the Assigned Entities to be assigned into bankruptcy and appoint KSV as Trustee of each of the Assigned Entities. On November 27, 2023, the Receiver on behalf of each of the Assigned Entities made assignments into bankruptcy and KSV was appointed as Trustee of the respective estates, subject to affirmation at the first meeting of creditors on December 18, 2023.

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<sup>1</sup> Includes 2435963 Ontario Inc., Noor Randhawa Corp., Superstar Transport Ltd., R.S. International Carriers Inc., Subeet Carriers Inc., Superstar Logistics Inc., Continental Truck Services Inc., and ASR Transportation Inc.

## **1.1 Currency**

1. All currency references in this Report are to Canadian dollars unless otherwise noted.

## **1.2 Restrictions**

1. The Trustee has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied upon in this Report in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information presented in this Report should perform its own diligence.
2. The Trustee accepts no responsibility for any reliance placed by any third party on the Company’s financial information presented herein, nor for any information concerning potential recoveries.

## **2.0 Background and Receivership Proceedings**

1. RGC operated a trucking business consisting of a fleet of certain vehicles (the “Trucking Business”). RGC provided international truckload services between the US and Canada. RGC’s largest customer was Ford Motor Company. Swinderpal Singh Randhawa (“Paul”) and Rana Partap Singh Randhawa (“Rana”) are the ultimate shareholders of the RGC entities.
2. At the commencement of its mandate, the Receiver determined that it needed to immediately discontinue RGC’s business and operations because they were not viable.

## **2.1 Investigation Mandate**

1. Since 2018, Paul and Rana have been involved in a dispute concerning, among other things, the ownership, operation and sale of RGC.
2. On October 1, 2018, Rana and Paul entered into Minutes of Settlement (the “October Minutes”), which provided, among other things, a) that Rana and Paul each own 50% of the Trucking Business; and b) a process to sell the Trucking Business and splitting the proceeds equally.
3. In the context of the dispute between Paul and Rana, on May 19, 2021, the Honourable Justice Koehnen released a decision which, among other things, contemplated the issuance of the Receivership Order for the purposes of KSV, as Receiver, to carry out a sale mandate and an investigation (the “Investigation Mandate”).

4. The Receiver concluded its Investigation Mandate and identified conclusive evidence that Rana was working with another trucking company, Motion Transport Ltd. (“Motion”) and transferring RGC’s assets, resources, personnel, and revenues to Motion in contravention of the settlement agreements between Rana and Paul and with the aim of eroding the value of RGC. The Receiver’s findings were summarized in its Fifth Report to Court dated September 24, 2021 (the “Fifth Report”).
5. Having reviewed the potential claims identified in the Fifth Report and the costs associated with pursuing the claims, the Receiver filed a Notice of Action and Statement of Claim against Rana in respect of certain of the findings in the Fifth Report.

## 2.2 Assets

1. As at the date of this Report, the most material asset is the cash available for distributions which mainly represents the proceeds from the sale of vehicles and refunds received from Canada Revenue Agency. These funds have not yet been paid to the Trustee but will be paid to the Trustee pursuant to the order of Justice Penny dated October 23, 2023. Subject to inspector approval, KSV has allocated this cash amongst the Assigned Entities as follows.<sup>2</sup>

(\$000s)	Refunds from CRA	Proceeds from sale of vehicles and/or Other	Total Assets
ASR	1,001	1,876	2,877
Proex	-	514	514
Guru	-	43	43
222	505	-	505
<b>Total</b>	<b>1,506</b>	<b>2,433</b>	<b>3,939</b>

2. The Trustee based on the allocation of the proceeds from the sale of vehicles based on the total selling prices of the vehicles by entity less the costs associated with these proceedings.
3. As noted above, the Assigned Entities have potential litigation claims which may also return additional value to the estates.
4. Paul has advised the Receiver of potential additional assets of RGC, including older vehicles. The Receiver is of the view that the professional fees and other expenses required to realize on these potential assets may be more than the value of the vehicles.

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<sup>2</sup> Subject to inspector approval, KSV expects to amend the statement of affairs for each entity to conform to this allocation.

### 3.0 Creditors

1. The Receiver sought and on September 16, 2021, this Court granted, a Claims Procedure Order, which established procedures for the filing and reconciliation of claims against RGC. The Claims Procedure Order established October 31, 2021 as the Bar Date (as defined therein) in the receivership proceedings.
2. The Receiver carried out the claims process in accordance with the Claims Procedure Order and issued several Notices of Revision or Disallowances (“NORD”), agreeing to resolutions with each claimant that received a NORD.
3. The Trustee expects to seek an order deeming the claims filed pursuant to the Claims Procedure Order to be properly filed in these bankruptcy proceedings. The Trustee believes that this process will be the most efficient means for administering claims in the bankruptcy proceedings.
4. As of the date of this Report and pursuant to the claims process in the receivership proceedings, the Assigned Entities have the following claims against them:

(\$000s)	Unsecured Claims	Contingent Claims <sup>3</sup>	Total Claims
ASR	537	2,500	3,037
Proex	259	2,500	2,759
Guru	277	2,500	2,777
222	-	2,500	2,500
Total	1,073	10,000	11,073

5. The Trustee is not aware of any secured claims against the estates.

### 3.1 Property of the Bankrupt Not Divisible Amongst Creditors

1. At this time, the Trustee is not aware of any Property that would not be divisible among the Assigned Entities’ creditors by virtue of Section 67(1) of the BIA or otherwise.

### 4.0 Books and Records

1. By virtue of its prior role as Receiver, the Trustee has access to substantially all the books and records necessary to complete its administration of these bankruptcy proceedings. The Receiver had been unable to obtain certain prior accounting records related to the Assigned Entities and their affiliates due to a lack of cooperation with the prior accountants. As such, the Trustee will rely on the records available and the information provided by CRA to finalize any tax returns.

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<sup>3</sup> Represents as estimate for Paul's claim in respect of ownership claims and wrongful conduct claims against each of the RGC entities. These amounts exclude an additional claim filed by Paul against Proex in the amount of \$116,405.25. The calculation of this claim and the appropriate treatment of such claim, including whether such claim will be subordinated to other claims, will be determined in this proceeding.

## 5.0 Preferences and Transfers at Undervalue

1. As KSV acted as Receiver, it has been reviewing the Company's disbursements/transactions since May 26, 2021 (the "Filing Date"). Based on the foregoing, the Trustee is not aware of any preferences or transfers at undervalue between the Filing Date and the date of this Report. Any disbursements made after the Filing Date were necessary to carry out the Receiver's mandate and have been approved in connection with approval of the Receiver's activities in the Receivership.
2. The Trustee will advise the Inspectors should it become aware of any transaction(s) requiring further investigation.

## 6.0 Anticipated Realization and Projected Distribution

1. The Trustee anticipates making distributions to creditors in the near term. Subject to resolving Paul's contingent claim, the Trustee anticipates making substantial distributions (potentially in full) to third party unsecured creditors.

## 7.0 Other Matters

1. There are no other matters to discuss at this time.

\* \* \*

DATED at Toronto, Ontario, this 18<sup>th</sup> day of December, 2023.

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.  
IN ITS CAPACITY AS LICENSED INSOLVENCY TRUSTEE OF  
PROEX LOGISTICS INC., GURU LOGISTICS INC.,  
1542300 ONTARIO INC. AND 2221589 ONTARIO INC.  
AND NOT IN ITS PERSONAL CAPACITY**