

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

THE HONOURABLE MR.) THURSDAY, THE 16th
)
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

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.



**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

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 OP 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):

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

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:

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

Name: _____

Title: _____

SCHEDULE "C"
NOTICE OF REVISION OR DISALLOWANCE

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")

TO: [name and address of Claimant]

PLEASE TAKE NOTICE that this Notice of Revision or Disallowance is being sent 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 Notice of Revision or Disallowance 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**").

The Receiver has reviewed your Proof of Claim dated _____, 2021, and has revised or disallowed your Claim for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as an accepted Claim as follows:

RGC Entity	Claim per Proof of Claim	Revised Amount Allowed for Distribution Purposes	Classification of Claims (Secured / Unsecured)
	\$		\$

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

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:

*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 9, 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

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

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

CLAIMS PROCEDURE ORDER

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver