

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

THE HONOURABLE MR.)
JUSTICE KOEHNEN)
THURSDAY, THE 16th
DAY OF SEPTEMBER, 2021

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 TRANSCRPORATION INC.

Respondents

AUCTION AGREEMENT APPROVAL ORDER

THIS MOTION, made by KSV Restructuring Inc. (“**KSV**”), in its capacity as receiver and manager (in such capacities, the “**Receiver**”) without security, of all the assets, undertakings and property (collectively, the “**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. (collectively, “**RGC**”) acquired for, or used in relation to a business carried on by RGC for an (i) approving the agreement between McDougall Auctioneers Ltd. (the “**Auctioneer**”) and the Receiver on behalf of RGC (the “**Auction Agreement**”) to permit Auctioneer to conduct a sale of the assets set out in the Agreement and (ii) vesting all the right, title and interest of RGC in and to the assets described in Schedule “A” to this Order (the “**Assets**”) to the purchasers as



identified by the Auctioneer pursuant to the Auction Agreement, 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 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 properly served as appears from the affidavits of service of Kieran May sworn September 9, 13, and 15, 2021, 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 capitalized terms used in this Order and not otherwise defined have the meanings given to them in the Fourth Report.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Auction Agreement and the transactions contemplated thereby are hereby approved, with such minor amendments as the Receiver and the Auctioneer may deem necessary and agree to in writing. Subject to the provisions of the Order, the Receiver is authorised and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Auction Agreement and the transactions contemplated therein.
4. **THIS COURT ORDERS** that subject to the terms of the Auction Agreement, the Auctioneer be and hereby is appointed as agent of RGC to dispose of the Assets.
5. **THIS COURT ORDERS AND DECLARES** that effective upon the delivery of a bill of sale by the Auctioneer to a purchaser (each a "**Purchaser**"), any sale of the Assets set in such bill of sale by the Auctioneer on behalf of RGC to a Purchaser shall be free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens executions, levies, charges or other financial or monetary claims whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) Receivership Order granted May 26, 2021, as amended; and (ii) all

charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system ((i) and (ii) are collectively referred to as the “**Encumbrances**”), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the Assets set out in such bill of sale shall be deemed expunged and discharged as against such Assets and that all of RGC’s right, title and interest in and to the Assets shall vest absolutely in the applicable Purchaser.

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

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

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

the transaction as contemplated by the Auction Agreement and the vesting of the Assets in the Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of RGC and shall not be void or voidable by creditors of RGC, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

PAYMENT OF CLAIMS

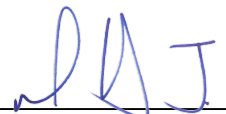
8. **THIS COURT ORDERS** that Receiver is authorized but not required to repay to Paul the amounts outstanding under the Operations Charge, including interest, upon the closing of the sales of the vehicles sufficient to repay the amounts owing.
9. **THIS COURT ORDERS** that Receiver is authorized but not required, to pay or compromise Storage and Repair Claims as set out in the Fourth Report.
10. **THIS COURT ORDERS** that Receiver is authorized but not required to pay VFS, upon the closing of the sales of the vehicles over which VFS holds security, the amount of \$480,494.83 plus interest at a rate of \$55.06 per day from the date of this Order.

SEALING

11. **THIS COURT ORDERS AND DECLARES** that Confidential Appendices to the Fourth Report be and are hereby sealed and shall be treated as confidential until (a) the later of (i) the end of the Auction Period (as defined in the Auction Agreement) or (ii) the Assets are sold to the Purchasers or (b) further order of this Court.

GENERAL

12. **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 Purchasers, the Receiver and their respective 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 Purchasers and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Purchasers, the Receiver and their respective agents in carrying out the terms of this Order.
13. **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"

	Unit Number	VIN Number	Year	Manufacturer
1	101	4V4NC9EG3FN910572	2015	Volvo
2	102	4V4NC9EG5FN910573	2014	Volvo
3	103	4V4NC9EG7FN910574	2014	Volvo
4	104	4V4NC9EJ0EN170036	2014	Volvo
5	105	4V4NC9TG87N382063	2007	Volvo
6	107	1XKADD9XX6J107729	2005	Kenworth
7	118	1XKADB9X56J107606	2006	Kenworth
8	120	4V4NC9TG27N382057	2007	Volvo
9	121	1XP7DU9X47D691674	2007	Peterbilt
10	123	4V4NC9GF93N345213	2003	Volvo
11	124	4V4NC9GG96N410476	2005	Volvo
12	126	4V4NC9TG67N382059	2006	Volvo
13	132	1FUJA6CK16LW08918	2006	Freightliner
14	170	1FULA6DE25LN70512	2005	Freightliner
15	172	4V4MC9GF98N488889	2008	Volvo
16	173	4V4MC9GFX8N488867	2007	Volvo
17	174	4V4MC9GF58N488968	2008	Volvo
18	175	4V4MC9GF68N488879	2008	Volvo
19	185	1FUJGLD54ELFR8988	2014	Freightliner
20	186	1FUJGLD5XELFR9000	2014	Freightliner
21	187	1FUJGLD56ELFS1460	2014	Freightliner
22	188	1FUJBBCGX5LN96963	2005	Freightliner
23	189	4V4NC9GH47N447672	2007	Volvo
24	190	4V4NC9EH4FN928457	2015	Volvo
25	193	4V4NC9EJ4CN540062	2011	Volvo
26	194	1XKDD49XBBJ945275	2011	Kenworth
27	195	1XKDD49X3BJ945278	2011	Kenworth
28	197	4V4NC9EH7DN564824	2013	Volvo
29	199	1FUJGEDV2CLBC2419	2012	Freightliner
30	200	1FUJGEDV0CLBC2421	2012	Freightliner
31	201	1FUJGEDV4CLBC2468	2012	Freightliner
32	203	1FUJGEDV6CLBC2424	2012	Freightliner
33	204	4V4NC9EG4GN950967	2016	Volvo
34	205	4V4NC9EH2HN951125	2017	Volvo
35	206	4V4NC9EH9HN967306	2017	Volvo
36	207	4V4NC9EH7HN951282	2016	Volvo
37	208	4V4NC9EH9HN951302	2017	Volvo
38	210	4V4NC9EH6EN162892	2014	Volvo
39	212	4V4NC9EJ5FN179428	2015	Volvo
40	213	4V4NC9EJ0FN174539	2015	Volvo
41	214	4V4NC9EJ9FN183644	2015	Volvo
42	215	4V4NC9EJ4FN188248	2015	Volvo
43	220	4V4MC9DF6BN529510	2011	Volvo
44	221	4V4NC9EH1JN889299	2018	Volvo

45	222	4V4NC9EHXJN889303	2018	Volvo
46	223	4V4NC9EH1JN889304	2017	Volvo
47	224	4V4NC9EH3JN886310	2018	Volvo
48	225	4V4NC9EH0JN888435	2017	Volvo
49	228	1HSDJAPR2EH770919	2014	Volvo
50	229	1HSDJAPROEH770918	2014	International
51	P739	1FUJGEDR9BSAZ1424	2011	Freightliner
52	P740	1HSDJSJR4CH054387	2012	International
53	P741	1FUJGEDV2ELFR8936	2014	Freightliner
54	P742	1FUJGEBG9ELFN8227	2013	Freightliner
55	P736	1FUJGEDV6CLB85358	2012	Freightliner
56	P717	1FUJAHCG83LK46461	N/A	Freightliner
57	P738	1FUJA6AV75LU16897	2005	Freightliner
58	P725	1FUJA6CK75LN85093	N/A	Freightliner
59	P735	4V4NC9GH28N460180	2007	Volvo
60	701	1UYVS25374P153536	2004	Utility
61	702	1UYVS25314P153533	2004	Utility
62	703	1UYVS25324P153539	2004	Utility
63	704	1UYVS25384P153545	2004	Utility
64	707	2M592161217076974	2001	Manac
65	708	2M592161417076975	2001	Manac
66	709	2M592161X17076978	2001	Manac
67	710	1MYVS2536YP359923	2000	Utility
68	711	2WN01JAH1Y1002362	2000	Trailmobile
69	713	2M592161X51100091	2005	Manac
70	714	2M592161051100021	2005	Manac
71	715	1GRAA06291T004208	2001	Great Dane
72	717	2MN01JAH261002481	2006	Trailmobile
73	718	1JJV532W37L059716	2007	Wabash
74	719	5V8VC532XBM100834	2011	Vanguard
75	720	2MN123147X0069033	1999	Mond
76	721	2MN01JAH261002478	2006	Trailmobile
77	722	1DWIA53253S621930	2003	Stoughton
78	723	1JJV532W56L952758	2006	Wabash
79	724	1DW1A532778991816	2007	Stoughton
80	R53006	1JJV532W27L037223	2007	Wabash
81	R53009	1UYVS25397M135108	2007	Utility
82	R53010	1UYVS25326M672336	2006	Utility
83	53020	1JJV532W26L952345	2006	Wabash
84	53021	1JJV532W46L952346	2006	Wabash
85	53025	1JJV532WX7L087304	2007	Wabash
86	53104	1UYVS25367P192705	2007	Utility
87	53202	1JJV532W47L059725	2007	Wabash
88	53203	1JJV532W27L059724	2007	Wabash
89	53204	1GRAA062661T004277	2001	Great Dane

90	53208	5MC43532XBK012327	2011	Manac
91	53209	1DW1A5326CB302150	2011	Stoughton
92	53210	1DW1A532XCB302149	2012	Stoughton
93	53212	1DW1A5326CB302147	2012	Stoughton
94	53213	1GRAP0623CD441150	2012	Great Dane
95	53216	1DW1A5322CS348834	2012	Stoughton
96	53217	5V8VC5328DM300551	2013	Vanguard
97	53218	5V8VC5320DM300558	2013	Vanguard
98	53219	1DW1A5324CB348916	2012	Stoughton
99	53220	1DW1A5328CB348918	2012	Stoughton
100	53221	1DW1A5321CB348923	2012	Stoughton
101	53222	1DW1A5323CB348924	2012	Stoughton
102	53224	1DW1A5320CB348928	2012	Stoughton
103	53225	1DW1A5323DB378927	2013	Stoughton
104	53226	1DW1A5325DB378928	2013	Stoughton
105	53227	5V8VC53239M902684	2009	Vanguard
106	53228	1DW1A5321DB378957	2013	Stoughton
107	53230	1DW1A5326DB378968	2013	Stoughton
108	53231	1DW1A5328DB378955	2013	Stoughton
109	53234	1JJV532D8EL802799	2014	Wabash
110	53235	1JJV532D0EL802800	2013	Wabash
111	53236	1JJV532D2EL802801	2014	Wabash
112	53237	1GRAP062XET591037	2014	Great Dane
113	53238	1GRAP0621ET591038	2014	Great Dane
114	53239	1GRAP0623ET591039	2014	Great Dane
115	53240	1GRAP062XET591040	2014	Great Dane
116	53241	1GRAP0626ED453554	2014	Great Dane
117	53242	1JJV532D2FL842331	2015	Wabash
118	53243	1JJV532D4FL842332	2015	Wabash
119	53245	1JJV532D8FL842334	2015	Wabash
120	53246	1JJV532DXFL842335	2015	Wabash
121	53247	1UYVS25375G559317	2005	Utility
122	53248	2MN01JAH251001197	2005	Trailmobile
123	53249	1GRAA06261T004327	2001	Great Dane
124	53250	1JJV532W17L087305	2007	Wabash
125	53251	1GRAA0277T537117	2007	Great Dane
126	53252	1JJV532W77L087714	2007	Wabash
127	53253	1JJV532W77L087762	2008	Wabash
128	53255	5V8VC5322BM100777	2011	Vanguard
129	53256	5V8VC5322BM100780	2011	Vanguard
130	53257	5V8VC5322BM100830	2011	Vanguard
131	53258	5V8VC5328BM100833	2011	Vanguard
132	53262	5V8VC5324BM100831	2011	Vanguard
133	53263	5V8VC5323BM100836	2011	Vanguard
134	53264	5V8VC5322AM001701	2010	Vanguard

135	53265	5V8VC5324AM001702	2010	Vanguard
136	53267	5V8VC5328AM001704	2010	Vanguard
137	53268	5V8VC532XAM001705	2010	Vanguard
138	53269	1GRAA06231T004348	2001	Great Dane
139	53271	1JJV532D8FL867976	2015	Wabash
140	53272	1JJV532D7FL867984	2015	Wabash
141	53273	1JJV532D4FL867991	2015	Wabash
142	53274	1JJV532D1FL868032	2015	Wabash
143	53275	1JJV532D3FL868033	2015	Wabash
144	53276	1JJV532D0FL868040	2015	Wabash
145	53277	1JJV532D2FL868041	2015	Wabash
146	53278	1JJV532D4FL868042	2015	Wabash
147	53279	1JJV532D5FL868048	2015	Wabash
148	53280	1JJV532D2FL868055	2015	Wabash
149	53281	1JJV532D3FL868047	2015	Wabash
150	53282	1JJV532D9FL868070	2015	Wabash
151	53283	1JJV532D3FL868002	2015	Wabash
152	53290	1JJV532D4FL868073	2015	Wabash
153	53291	1JJV532D7FL867998	2015	Wabash
154	53293	1JJV532D9FL868036	2015	Wabash
155	53294	1JJV532D4FL868039	2015	Wabash
156	53295	1JJV532D8FL868044	2015	Wabash
157	53296	1JJV532D8FL868058	2015	Wabash
158	53297	1JJV532D3FL868064	2015	Wabash
159	53298	1JJV532D9FL868067	2015	Wabash
160	53299	1JJV532D2FL868069	2015	Wabash
161	53300	1JJV532D0FL868071	2015	Wabash
162	53303	1JJV532DXGL919075	2016	Wabash
163	53305	1JJV532D5GL919095	2015	Wabash
164	53371	2DM421A37AM011501	2010	Diamond
165	53372	2DM421A39AM011502	2010	Diamond
166	53373	2DM421A30AM011503	2010	Diamond
167	53374	2DM421A32AM011504	2010	Diamond
168	53381	1DW1A53205S761001	2005	Stoughton
169	R53003	1JJV532B8FL842297	2015	Wabash
170	R53014	1JJV532BXGL924839	2016	Wabash
171	R53015	1GRAA0621JW122963	2018	Great Dane
172	R53016	1GRAAO62XJW122962	2018	Great Dane
173	R53017	1GRAA0628JW122961	2018	Great Dane
174	R53018	1GRAA0623JW122964	2018	Great Dane
175	R951	1GRAA0629EW700605	2014	Great Dane
176	R53007	1GRAA06247W700188	2007	Great Dane
177	53301	1JJU532D6GL919073	2015	Wabash
178	53287	1JJV532D9FL868053	2015	Wabash
179	53214	1GRAP0624CD441156	2012	Great Dane

180	53244	1JJV532D6FL842333	2015	Wabash
181	53288	1JJV532D1FL868063	2015	Wabash
182	53304	1JJV53201GL919076	2015	Wabash
183	53229	1DW1A5323DB378958	2013	Stoughton
184	53302	1JJV532D8GL919074	2015	Wabash
185	53289	1JJV532D7FL868066	2015	Wabash
186	53233	1DW1A5320DB378965	2013	Stoughton
187	53223	1DW1A5325CB348925	2012	Stoughton
188	53261	5V8VC5321BM100835	2010	Vanguard
189	53292	1JJV532D2FL868038	2015	Wabash
190	53232	1DW1A5323DB378961	2013	Stoughton
191	R53005	1JJV532BXFL842298	2015	Wabash
192	53201	1JJV532W37L025890	2007	Wabash
193	53031	1JJV532W87L059727	2007	Wabash
194	53286	1JJV532D5FL868051	2015	Wabash
195	53207	5MC435328BK012326	2011	Manac
196	53211	1DW1A5328CB302148	2012	Stoughton
197	53215	1DW1A5320CS348833	2012	Stoughton
198	53254	5V8VC5329BM100775	2011	Vanguard
199	53266	5V8VC5326AM001703	2010	Vanguard
200	53270	1GRAA0620YB007840	2000	Great Dane
201	Roussy Van Trailer	2R1B3T3EXH1005617	1987	Roussy Van Trailer
202	53285	1JJV532D1FL868046	2014	Wabash
203	R53004	1JJV532B9FL842292	2014	Wabash
204	732	2HBV04821HS013236	1986	Fruehauf
205	725	5V8VC5326BM100832	2011	Vanguard

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

AUCTION AGREEMENT APPROVAL ORDER

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