

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

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

**MOTION RECORD
(returnable September 16, 2021)**

September 8, 2021

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Toronto, ON M5H 3C2

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Lawyers for KSV Restructuring Inc. in its capacity
as Receiver

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(as of September 8, 2021)

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AND TO:	<p>WELLS FARGO EQUIPMENT FINANCE COMPANY 1100-1290 CENTRAL PKWY W,</p>

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AND TO:	ANCHOR PROPERTY MANAGEMENT 285 Woolwich Street South Breslau, ON N0B 1M0
AND TO:	CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Diane Winters Tel: 647-256-7459 Fax: 416-973-0810 Email: diane.winters@justice.gc.ca Lawyers for the Canada Revenue Agency
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AND TO:	Suncor Energy Inc. P.O. Box 2844, 150 - 6 Avenue S.W. Calgary, Alberta Canada T2P 3E3 Elizabeth Woo Tel : (403) 296.8355 Email: ewoo@suncor.com

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AND TO: SUPPLEMENTAL SERVICE LIST

TO:	<p>Chad Guay MCDOUGALL AUCTIONEERS LTD. Phone: (306) 652-4334 Fax: (306) 649-0722 Email: chad.g@mcdauktion.com WWW.MCDOUGALLAUCTION.COM</p> <p><i>Auctioneer</i></p>
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TAB 1

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

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

NOTICE OF MOTION

KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver and manager (the "**Receiver**") of all 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. (collectively, "**RGC**") acquired for, or used in relation to a business carried on by RGC, will make a motion to the Honourable Mr. Justice Koehnen on September 16, 2021, at 10:00 a.m.

PROPOSED METHOD OF HEARING: The motion is to be heard by Zoom videoconference due to the COVID-19 crisis. Videoconference details are attached as **Schedule "A"** hereto.

THE MOTION IS FOR:

- (a) an Order substantially in the form attached hereto as Schedule "B" (the "**ASA Approval Order**"), *inter alia*:
 - (i) abridging the time for service of the Motion herein, if necessary, and validating service thereof;
 - (ii) approving the agreement between McDougall Auctioneers Ltd. (the "**Auctioneer**") and the Receiver on behalf of RGC (the "**ASA**") as appended to Receiver's Fourth Report to court dated September 8, 2021 (the "**Fourth Report**"), to permit the Auctioneer to conduct a sale of the Assets (as defined in the ASA) set out in the ASA;
 - (iii) vesting all the right, title and interest of RGC in purchasers as identified by the Auctioneer pursuant to the ASA;
 - (iv) sealing the unredacted ASA and the offer summary until the Assets are sold or otherwise disposed of by the Auctioneer pursuant to the ASA;
 - (v) approving the repayment of the Operations Charge;
 - (vi) authorizing the Receiver to make distributions to creditors where it is necessary to facilitate the sale or limit the accrual of interest on certain claims;

- (b) an Order substantially in the form attached hereto as Schedule "C" (the "**Claims Procedure Order**"), *inter alia*
 - (i) approving and authorizing the Claims Procedure (as defined herein) and authorizing, directing and empowering the Receiver to implement and carry out the Claims Procedure in accordance with the terms of this order; and
 - (ii) such further and other grounds as counsel may advise and this Court may permit;

- (c) an Order substantially in the form attached hereto as Schedule "D" (the "**Fee Approval Order**"), *inter alia*
 - (i) approving the Fourth Report and the activities of the Receiver as described therein; and
 - (ii) approving the fees and disbursements of the Receiver and Cassels Brock & Blackwell LLP ("**Cassels**") as counsel to the Receiver solely in connection with the Sale Mandate (as defined in the Receivership Order) for the period up to and including July 31, 2021 as set out in the affidavit of John Picone sworn 8, 2021 and the affidavit of Noah Goldstein sworn September 8, 2021 (the "**Fee Affidavits**"), appended to the Fourth Report;

- (d) such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

- (a) Since 2018, Swinderpal Singh Randhawa (“**Paul**”) and Rana Partap Singh Randhawa (“**Rana**”) have been involved in a dispute concerning, *inter alia*, the ownership, operation and sale of RGC;
- (b) Pursuant to the Receivership Order dated May 26, 2021, as amended and restated on June 4, 2021 (the “**Amended Receivership Order**”), KSV was appointed Receiver of RGC, to pursue both a Sale Mandate and and Investigation Mandate (each as defined in the Amended Receivership Order);
- (c) RGC previously operated a trucking business with a fleet of approximately 60 tractors and 145 trailers. RGC provided international truckload services between the US and Canada;
- (d) Following its appointment, the Receiver determined that it needed to immediately discontinue RGC’s business because of the significant costs to continue to operate the business and the limited potential for a going concern sale;
- (e) Since early June 2021, the Receiver has undertaken steps to obtain possession of RGC’s assets, review the relevant ownership documentation, and prepare the assets for sale;

Sale Process

- (e) Consistent with the description of the proposed process (the “**Sale Process**”) in the Second Report of the Receiver dated July 15, 2021, the Receiver distributed an interest solicitation letter detailing the opportunity to purchase RGC assets to prospective purchasers identified by the Receiver, including end-users, liquidators and parties that had already contacted the Receiver expressing interest;

- (f) The Receiver facilitated due diligence efforts, including site visits to view the assets;
- (g) The Receiver requested that participants in the process confirm that they were unaffiliated with Rana, Paul and their families;
- (h) The deadline for prospective purchasers to submit offers was August 11, 2021;
- (i) By the August 11, 2021 deadline, the Receiver had received over 30 offers to purchase the assets or facilitate a liquidation sale;
- (j) Following receipt of the offers, the Receiver entered into negotiations with certain of the parties to identify the transaction or transactions which would represent the highest value to the estate and provide certainty to stakeholders. Following discussions with several parties, the Receiver identified the ASA as the prevailing bid under the Sale Process;

Approval of Agreement¹

- (k) The Receiver is seeking the ASA Approval Order on the basis that the ASA is the best transaction arising from a comprehensive sale process and its belief that the ASA is in the best interests of the stakeholders of RGC;
- (l) The ASA provides for a net minimum guarantee and additional upside if the Auctioneer is able to achieve greater returns at the Auction;

¹ Capitalized terms in this section have the meaning ascribed to them in the ASA or ASA Approval Order as applicable.

- (m) The Auction Period will begin as soon as the ASA is approved and will continue until November 21, 2021, provided that the Receiver and the Auctioneer have agreed that the Auction will take place on October 22, 2021;
- (n) The ASA provides that the Transactions will be completed on an “as is, where is” basis and the ASA contains limited representations and warranties;
- (o) The proposed ASA Approval Order provides for the transfer of the Transferred Assets free and clear of all liens, claims and encumbrances and provides for the transfer of such liens, claims and encumbrances to the process of the sales;
- (p) The Receiver is also requesting authority to pay or settle certain claims to facilitate the ASA, in its discretion;

Sealing

- (q) The ASA contains information related to the value of the assets to be sold and the Auctioneer’s per item valuation, distribution of which may undermine the Auctioneer’s ability to market the assets and obtain the highest value;
- (r) The offer summary contains information regarding the alternative offers for the Assets received during the Sale Process;
- (s) The Receiver is requesting that the financial terms, including the Guaranteed Amount, the per asset allocation and the offer summary, be sealed until the end of the Auction Period or such time as the assets are sold, whichever is later;
- (t) There is no prejudice to any party in redacting this information but there is significant benefit to RGC and its stakeholders in protecting the integrity of the Sale Process;

*Claims Procedure*²

- (u) The Receiver is unable to rely on the books and records of RGC to determine with certainty all of the claims that are currently outstanding;
- (v) Based on the books and records, the Receiver anticipates that the ASA will result in sufficient proceeds to repay creditors and potentially make a distribution to the shareholders;
- (w) Because of the likelihood of a return to shareholders, the Receiver is not requesting authority to make an assignment in bankruptcy on behalf of RGC;
- (x) Given the existing disputes between the shareholders, it is unlikely that a solvent liquidation could be completed by shareholder resolution;
- (y) The Receiver is seeking approval of a claims process similar to those used in other solvent receiverships in order to facilitate distributions to creditors;
- (z) The draft Claims Procedure Order calls for claims as of the date of Receivership Order and any claims that have arisen as a result of the termination of contracts or other obligations during the receivership;
- (aa) The draft Claims Procedure Order exempts certain claims, including claims by the Receiver and its counsel, certain claims in respect of outstanding Canadian corporate or sales and use taxes; claims by RGC entities against each other, and claims incurred in the ordinary course by the Receiver since its appointment;

² Capitalized terms in this section have the meaning ascribed to them in the Claims Procedure Order.

- (bb) The draft Claims Procedure Order proposes a Claims Bar Date of October 31, 2021 in respect of Pre-Receivership Claims and the later of October 31, 2021 and 30 days from the date on which the Receiver sends a Claims Package in respect of Restructuring Claims;
- (cc) The Receiver may return to Court to seek a subsequent bar date for creditors with claims accruing following the date of the Claims Procedure Order;
- (dd) The Receiver anticipates seeking a distribution order at a future date, which may address, among other things, interest and payment procedures;

Fee Approval

- (ee) The Receiver is seeking court approval of its accounts and those of Cassels, each solely in respect of the Sale Mandate, at this time in accordance with paragraph 22 of the Amended Receivership Order;
- (ff) Those grounds set out in the Fourth Report, and the appendices thereto, filed;
- (gg) The provisions of the *Courts of Justice Act (Ontario)*, *Bankruptcy and Insolvency Act (Canada)* and the inherent and equitable jurisdiction of this Court;
- (hh) Such further other grounds as counsel may advise and this Court may permit.

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

- (ii) The Fourth Report, and the appendices thereto; and
- (jj) such other material as counsel may advise and this Honourable Court may permit.

September 8, 2021

CASSELS BROCK & BLACKWELL LLP

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Lawyers for KSV Restructuring Inc. in its capacity
as Receiver

TO: The Service List

SCHEDULE "A"

Zoom Details:

Join Zoom Meeting

<https://cassels.zoom.us/j/97315220968?pwd=TUdDYjBBbVd6cDcwUXlhdXJUcWdOQT09>

Meeting ID: 973 1522 0968

Password: 112003

One tap mobile

+13126266799,,97315220968# US (Chicago)

+13462487799,,97315220968# US (Houston)

SCHEDULE "B"

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

THE HONOURABLE MR.

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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 ●, 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 ● plus interest at a rate of ● 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.
-

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

APPROVAL AND VESTING ORDER

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver

SCHEDULE "C"

**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
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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 ●, 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 affidavit of service of ● sworn September ●, 2021,

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: _____

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

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

Natalie E. Levine LSO #: 64908K
Tel: 416.860.6568
Email: nlevine@cassels.com

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Tel: 416.869.5321
Email: kmay@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as Receiver

SCHEDULE "D"

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

THE HONOURABLE MR.

)
)
)

DAY OF AUGUST, 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 TRANSCRPORATION INC.

Respondents

**ORDER
(FEE AND ACTIVITIES APPROVAL)**

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**") acquired for, or used in relation to a business carried on by RGC for an order (i) approving the Fourth Report of the Receiver dated September 8, 2021 (the "**Fourth Report**") and the activities of the Receiver as set out therein; and (ii) approving the fees and disbursements of the Receiver and Cassels Brock & Blackwell LLP ("**Cassels**") as counsel to the Receiver for the period up to and including July 31, 2021 as set out in the affidavit of John Picone sworn September 8, 2021 and the affidavit of Noah Goldstein sworn September 8, 2021 (the "**Fee Affidavits**"), appended to the Fourth Report; 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, including the Fee Affidavits, 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 ●, 2021 filed:

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.

APPROVAL OF ACTIVITIES AND FEES

2. **THIS COURT ORDERS** and declares that the Fourth Report and the activities of the Receiver as set out therein be and are hereby approved.

3. **THIS COURT ORDERS** and declares that the fees and disbursements of the Receiver and Cassels as counsel to the Receiver as set out in the Fee Affidavits be and are hereby approved.

4. **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.

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
(FEE AND ACTIVITIES APPROVAL)**

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

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Email: nlevine@cassels.com

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver

SWINDERPAL SINGH RANDHAWA

Applicant

and RANA PARTAP SINGH RANDHAWA et al.

Respondent

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

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

Cassels Brock & Blackwell LLP

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver

TAB 2



**Fourth Report of
KSV Restructuring Inc.
as Receiver and Manager 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.**

September 8, 2021

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COURT FILE NO. CV-18-593636-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

FOURTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

SEPTEMBER 8, 2021

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (the "Receiver") of all the assets, undertakings and property (collectively, the "Property") of Proex Logistics Inc. , Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation) ("ASR"), 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.
2. Since 2018, Swinderpal Singh Randhawa ("Paul") and Rana Partap Singh Randhawa ("Rana") have been involved in a dispute concerning, *inter alia*, the ownership, operation and sale of RGC.

3. In the context of the dispute between Paul and Rana, on May 19, 2021, the Honourable Justice Koehnen released a decision (the “Decision”) which, *inter alia*, provided for the issuance of a receivership order authorizing KSV, as Receiver, to carry out a sale mandate and an investigation. A copy of the Decision is attached as Appendix “A”.
4. 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 Receivership Order was amended on June 4, 2021 (the “Amended Receivership Order”).
5. Paragraph three of the Amended Receivership Order authorizes the Receiver to:
 - a) operate and manage RGC and sell the trucking, warehousing and logistics business (the “Sale Mandate”); and
 - b) conduct an investigation of issues identified by the parties, including those identified by a previous arbitrator that was adjudicating the dispute and by the Receiver, to ensure that the trucking business is being sold in a manner that maximizes value.
6. The Amended Receivership Order provides for the following charges against the Property (jointly, the “Charges”), namely:
 - a) a charge in favour of the Receiver and its legal counsel as security for the Receiver’s fees and disbursements, including those of its legal counsel;
 - b) a charge in favour of Paul or Rana as security for any advances made by or on behalf of Paul and/or Rana to fund the Receiver’s fees in connection with the Sale Mandate; and
 - c) a charge (the “Operations Charge”) in favour of any lender who advances money to the Receiver to fund the operation of the business up to \$250,000.
7. In accordance with an order of the Court made on July 21, 2021 (the “Sale Process Order”), the Receiver carried out a sale process (the “Sale Process”) for approximately 60 trucks and 145 trailers owned by RGC (collectively, the “Vehicles”, and each, a “Vehicle”). A copy of the Sale Process Order is attached as Appendix “B”.

1.1 Purpose

1. The purposes of this Report are to:
 - a) provide background information regarding RGC;
 - b) summarize the results of the Sale Process;
 - c) summarize a transaction (“Transaction”) between the Receiver and McDougall Auctioneers Ltd. (the “Agent”), whereby the Agent will sell substantially all of the Vehicles pursuant to an Auction Services Agreement dated August 25, 2021 (the “ASA”);

- d) discuss the rationale for sealing the Offer Summary, as defined in Section 3.2 below, and sealing the schedules to the ASA; and
- e) set out the Receiver's recommendation to make distributions (the "Distributions") to:
 - i. Paul, to repay amounts advanced under two Receiver's Certificates during these proceedings, totaling \$171,200 plus applicable interest, which are secured under the Operations Charge;¹
 - ii. VFS Canada Inc. ("VFS"), an affiliate of Volvo Canada ("Volvo"), to repay amounts advanced by Volvo to finance certain Vehicles which will be sold pursuant to the ASA (collectively, the "Volvo Vehicles"); and
 - iii. lien claimants, provided the Receiver determines it makes commercial sense to do so, in the Receiver's discretion, as further explained in Section 4.3;
- f) summarize a proposed claims procedure (the "Claims Procedure") to be carried out by the Receiver for soliciting and determining claims against RGC; and
- g) recommend that the Court make orders, *inter alia*:
 - i. approving the ASA and the Transaction;
 - ii. sealing the confidential appendices until the Transaction closes;
 - iii. approving and authorizing the Distributions;
 - iv. approving the Claims Procedure and authorizing the Receiver to carry out the Claims Procedure on the basis set out in the proposed claims procedure order (the "Claims Procedure Order"); and
 - v. approving the fees and disbursements of the Receiver and its legal counsel, Cassels Brock & Blackwell LLP ("Cassels") in respect of the Sale Mandate, for the periods referenced in the attached fee affidavits.

1.2 Currency

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

¹ Although the Receiver had requested \$173,000 under the Operations Charge, the amounts actually advanced total \$171,200.

1.3 Restrictions

1. In preparing this Report, the Receiver has relied upon RGC's unaudited financial statements, their books and records and discussions with representatives of RGC.
2. The Receiver has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver 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 should perform its own diligence.

2.0 Background

1. RGC operated a trucking business consisting of a fleet of the Vehicles. RGC provided international truckload services between the US and Canada. RGC's largest customer was Ford Motor Company.
2. At the commencement of its mandate, the Receiver determined that it needed to immediately discontinue RGC's business and operations because it was not viable, there was no funding available to continue to operate the business and the limited prospect of a going concern sale. The Receiver has retained two former employees of RGC to assist with the wind-down, the collection of receivables and the Sale Process.
3. Based on searches conducted under the Personal Property Security Act (Ontario) ("PPSA"), the Receiver understands that RGC's secured creditors include The Bank of Nova Scotia ("BNS"), VFS,, additional parties with an interest in certain equipment, and secured creditors under the *Repair and Storage Liens Act (Ontario)* ("RSLA"). Additional RSLA filings have been made since the date of the Receivership Order.

3.0 Sale Process

3.1 Background

1. An overview of the Sale Process conducted in accordance with the Sale Process Order is as follows:
 - a) the Sale Process was intended to attract end-users, dealers and liquidators ("Prospective Purchasers");
 - b) on July 22, 2021, the Receiver distributed an interest solicitation letter detailing the opportunity to over seventy-five (75) Prospective Purchasers;
 - c) offers were due on August 11, 2021;
 - d) the Receiver facilitated site visits for thirty-two (32) Prospective Purchasers; and
 - e) the Receiver advised Prospective Purchasers they could submit *en bloc* offers for the Vehicles, net minimum guarantee auctioneer offers ("NMG Offers") and bids on subsets of the Vehicles ("Partial Offers"). For all Partial Offers, bidders were required to allocate a value to each Vehicle so that the Receiver could compare offers and determine the best overall bid.

3.2 Sale Process Results

1. On or prior to the bid deadline of August 11, 2021, thirty-two (32) Prospective Purchasers submitted offers, which included thirteen (13) *en bloc* offers, five (5) NMG offers, eighteen (18) Partial Offers and three (3) commission-only based offers from auctioneers (several of the Prospective Purchasers submitted multiple forms of offers).
2. A summary of the offers (the “Offer Summary”) is provided in Confidential Appendix “1”. The Receiver’s rationale for its request that certain information be temporarily sealed is provided in Section 3.4 below.
3. The Receiver notes the following in connection with the Offer Summary and its decision to proceed to negotiate the ASA with the Agent:
 - a) prior to entering into the ASA, the Receiver attempted to combine three (3) Partial Offers (forming a “Combined Offer”) in order to generate an aggregate recovery that would have exceeded the guaranteed portion of the ASA (the “Guaranteed Amount”) by approximately \$100,000. The higher potential realization on the Combined Offer was contingent on each of the underlying Partial Offers being divisible. One (1) of the three (3) bidders included in the Combined Offer was only willing to carve out certain Assets from its bid if they could adjust their allocated bid amounts to the Assets remaining in their Partial Offer. The contemplated reallocation lowered the total proceeds of the Combined Transaction, which, in conjunction with incremental costs related to closing two separate transactions, precluded the Receiver from pursuing this alternative; and
 - b) one party submitted an *en bloc* offer that is approximately \$25,000 higher than the Guaranteed Amount. However, as described below, the ASA provides for a profit-sharing component based on the auction results, which provides upside opportunity for RGC and may result in a more attractive result under the ASA compared to the *en bloc* offer.

3.3 Transaction²

1. The key terms and conditions of the Transaction include the following:
 - a) Agent: McDougall Auctioneers Ltd., an auctioneer based in Saskatchewan with experience liquidating vehicles.
 - b) Guaranteed Amount:
 - the Agent will pay the Receiver a guaranteed minimum amount for the Vehicles.³ All sales by the Agent are subject to a 15% buyer’s premium in favour of the Agent, which was a standard provision in the other NMG Offers received by the Receiver and is a standard provision of transactions of this nature;

² Terms not defined in this section have the meaning provided to them in the ASA, unless otherwise defined herein.

³ The Guaranteed Amount is disclosed in the Confidential Appendix.

- a Deposit, representing 25% of the Guaranteed Amount, has been paid to the Receiver by the Agent.
- c) Assets: the Vehicles, consisting of 146 trailers and 59 trucks.
- d) Expenses:
- the Receiver will be responsible for providing the Agent with rent-free access at the two Premises currently storing the Assets which will cost approximately \$75,000 during the contemplated period of the Agent's occupancy under the ASA;
 - the Agent will be responsible for, *inter alia*, the advertising, marketing, preparation of Assets for sale, cleaning, detailing, setup, cataloguing, preview, inspection arrangements, collection, invoicing, supervision of the release period following the Auction. Subject to payment in full of the Guaranteed Amount by the Agent to the Receiver, the first Proceeds above the Guaranteed Amount shall be retained by the Agent to cover its costs. The amount of such Expenses is disclosed in the Confidential Appendix.
- e) Profit Sharing: all proceeds in excess of the Guaranteed Amount plus the Expenses are to be allocated 97% to the Receiver and 3% to the Agent.
- f) Letter of Credit: two letters of credit to cover the Agent's obligation to fund the balance of the Guaranteed Amount and other obligations under the ASA were provided to the Receiver. The Agent is required to pay the balance of the Guaranteed Amount ten (10) business days prior to the first Auction Date.
- g) Timing: the Agent's rent-fee access to the Oakville Premises and the Breslau Premises will terminate on October 31, 2021 and November 21, 2021, respectively.
- h) Termination: the ASA may be terminated:
- by mutual written consent of the Receiver and the Agent;
 - by the Agent if the Approval Order is not obtained by September 17, 2021;
 - by the Agent if the Receiver fails to comply with any of its material obligations under the ASA, subject to the Agent providing the Receiver with three (3) days to remedy such failure; or
 - by the Receiver if the Agent fails to comply with the provisions of the ASA in a material respect, subject to the Receiver providing the Agent with three (3) days to remedy such failure.

- i) Conditions: the only material condition precedent to the transaction is entry of the Approval Order. The Approval Order will authorize the Receiver to (a) retain the Agent on the terms set forth in the ASA, (b) pay the Agent its compensation on the terms set forth in the ASA without further order of the Court, (c) enter into and consummate the transactions set forth in the ASA, and (d) transfer title to the Vehicles to any purchasers free and clear of liens, claims and encumbrances.
 - j) Other: The ASA is consistent with standard insolvency transactions, i.e. to be completed on an “as is, where is” basis, without any material representations or warranties. All sales of Assets are to be on the same terms.
2. A redacted version of the ASA is provided in Appendix “C” and an unredacted version of the ASA is filed as Confidential Appendix “2”. The only portions of the ASA that have been redacted are the Guaranteed Minimum Amount, the Expenses and Schedules “A” and “C” which include allocations of value by Vehicle.⁴

3.4 Confidentiality

1. In the event that the Transaction does not close for any reason, another tender process is likely to be required. If the allocation of value by Vehicle in the ASA is not sealed, future bidders would have access to the amount that was accepted by the Receiver. Similarly, if the Offer Summary is not sealed, future bidders would have access to offer details. No party will be prejudiced if the information is sealed at this time. Accordingly, the Receiver believes the proposed sealing order is appropriate in the circumstances.

3.5 Recommendation

1. The Receiver respectfully recommends that this Court approve the ASA and the Transaction for the following reasons:
 - a) the Sale Process was conducted in accordance with the Sale Process Order;
 - b) the Receiver believes the Sale Process was commercially reasonable and appropriate in the circumstances;
 - c) the Transaction provides for the greatest recovery available in the circumstances; and
 - d) the Receiver believes that the commercial terms of the ASA are reasonable, including the amount of the Guaranteed Amount, the expense amount and the buyer’s premium.

⁴ Schedule “A” has been amended by agreement of the parties to correct two VIN numbers which were incorrect on the initial schedule attached to the ASA.

4.0 Distributions

4.1 Operations Charge

1. Paul has advanced the Receiver \$171,200 to perform the Sale Mandate including the limited operations required to facilitate the sale, which amounts are secured under the Operations Charge. The Receiver recommends these amounts be repaid, plus interest, from the proceeds of the Transaction.

4.2 BNS

1. The Receiver understands that as of the date of the Receivership Order, ASR owed approximately \$167,000 to BNS under a line of credit. BNS has advised that ASR borrowed additional amounts from BNS on an unsecured basis.
2. ASR maintains a bank account with BNS. Following the receivership, BNS setoff the amounts owed to it under the line of credit and certain of the unsecured loans against cash in ASR's bank account.
3. Upon learning of the setoff exercised by BNS, the Receiver instructed its legal counsel, Cassels, to provide an opinion to the Receiver on the validity and enforceability of BNS' security under the line of credit. Subject to the usual qualifications and assumptions, Cassels is of the opinion that in respect of the line of credit, BNS holds a valid and perfected security interest in ASR's personal property, as set out in its security documents.
4. The Receiver continues to investigate BNS's setoff following the date of the Receivership Order with respect to both the secured and unsecured amounts owing. To that end, the Receiver has requested further information regarding the setoff and the associated obligations. To the extent that the Receiver objects to any of the amounts setoff and is unable to resolve such dispute with BNS, the Receiver will return to Court for further direction.

4.3 Volvo

1. RGC's other primary secured creditor is Volvo, which alleges it is owed approximately \$485,000 under certain financing leases. Under the terms of the ASA, the Receiver is selling the Volvo Vehicles as the value allocation for these Vehicles under the ASA was greater than the amounts owing to Volvo. Cassels has also reviewed the lease agreements with Volvo as well as the security for Volvo and has provided an opinion confirming that, subject to the usual qualifications and assumptions, Volvo holds a valid and perfected security interest in the Volvo Vehicles, as set out in its lease agreements and security documents.
2. Payment of the amounts owing under the financing leases will facilitate the transfer of the vehicles and prevent further interest accruals, if any. The Receiver is currently reviewing the payout schedules provided by VFS. If the Receiver and VFS cannot agree on the amounts owing in advance of the hearing on this Motion, the Receiver will address VFS's claims through the Claims Procedure.
3. A copy of the security opinion can be provided to the Court upon request.

4.4 Lien Holders

1. Attached as Appendix “D” is a chart showing all of the PPSA and RSLA registrations against RGC and the VINs for each of the vehicles identified for sale under the ASA.
2. The chart discloses RSLA registrations in favour of:
 - a) 1519950 Ontario Inc. O/A New Millenium Tire Centre;
 - b) Anchor Property Management Corporation; and
 - c) 2412115 Ontario Inc. O/A Diesel Solutions.
3. The Receiver is also aware of unregistered RSLA lien claims by certain yards and repair facilities that are in possession of approximately 19 RGC assets.
4. The Receiver is in the process of negotiating with the parties for the release of the Assets and is requesting authority to pay such amounts (“Storage and Repair Claims”) as are necessary to obtain possession of the assets or to abandon the assets in satisfaction of the relevant claims, in the Receiver’s discretion.
5. The chart also discloses PPSA registrations in favour of:
 - a) VFS Canada Inc.;
 - b) 9578595 Canada Inc. DBA Transport Specialists (“Transport Specialists”);
 - c) Penske Truck Leasing Canada Inc.;
 - d) BNS (in respect of the line of credit and a credit card);
 - e) BNS (in respect of a passenger vehicle); and
 - f) Royal Bank of Canada (“RBC”) (in respect of a passenger vehicle).
6. The Receiver understands that the Penske registrations have been discharged and has written to Penske to confirm the same, but has not received a response from Penske. The amounts owing to Transport Specialists, RBC, and BNS (in respect of the passenger vehicle), if any, are unknown and the Receiver has not asked Cassels to provide an opinion on their security at this time.
7. The Receiver intends to serve this motion on all of the parties holding PPSA and RSLA registrations and any known guarantors under the relevant documents.

5.0 Claims Procedure⁵

1. This section summarizes the proposed Claims Procedure. Interested parties are strongly encouraged to read the Claims Procedure Order in its entirety. To the extent there are inconsistencies between this Report and the Claims Procedure Order, the Claims Procedure Order shall prevail. The full details of the Claims Procedure have not been reproduced in this Report.
2. According to RGC's books and records, as at May 26, 2021, the book value of RGC's unsecured obligations totalled approximately \$490,000, consisting principally of vendor obligations owing to approximately 70 creditors. The Receiver anticipates that there may also be other claims that arise in connection with RGC's cessation of operations. Following the repayment of secured claims noted above, it is expected that the Receiver will have funds available for distribution to creditors and shareholders.
3. Given the state of the RGC books and records, the Receiver is unable to rely on the books and records to make distributions to creditors. Given the anticipated recoveries and the likelihood of a distribution to shareholders, the Receiver is not requesting authority to make an assignment in bankruptcy on behalf of RGC at this time. On the other hand, the Receiver believes that the solvent liquidation process available under the OBCA is not a realistic option because of (i) the contentious relationship between the shareholders and (ii) the ongoing and prospective litigation regarding RGC.
4. To facilitate distributions to creditors and allow the Receiver to determine the amount of funds remaining for shareholders, if any, the Receiver is proposing a Claims Procedure similar to that used in other Receivership proceedings, including solvent Receivership proceedings.
5. The following is an overview of the proposed Claims Procedure. The Claims Procedure is intended to solicit claims against RGC as of the date of the Receivership Order (as more fully defined in the Claims Procedure Order "Pre-Receivership Claims") and claims arising from the termination of contracts following the Receivership Order ("Restructuring Claims") to allow the Receiver a fulsome picture of the outstanding claims. The Receiver is not requiring creditors currently transacting with the Receiver to file proofs of claim for obligations accruing following the date of the Receivership Order. The Receiver may seek a supplementary bar date at a future date, if the Receiver believes it would facilitate distributions to creditors.

5.1 Notice to Claimants

1. The Receiver will, within ten (10) days of the Court making the Claims Procedure Order, send by ordinary mail a copy of the Proof of Claims Package (which includes an Instruction Letter and Proof of Claim) to each known creditor of RGC.
2. The Receiver will post the Notice to Claimants, the Claims Package and the Claims Procedure Order on its website as soon as possible. The Claims Package includes an Instruction Letter, a Proof of Claim and a Notice of Dispute.

⁵ Capitalized terms in this section have the meaning provided to them in the Claims Procedure Order unless otherwise defined herein

3. The Claims Procedure requires a Notice to Claimants to be published in *The Globe and Mail* (National Edition) by the Receiver by no later than 10 days following the date of the Claims Procedure Order.

5.2 Proofs of Claim

1. Any Person who wishes to assert a Claim must deliver a completed Proof of Claim to the Receiver on or before the Claims Bar Date. With respect to Pre-Receivership Claims, the Claims Bar Date is October 31, 2021 at 5:00 p.m. With 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 claimant with respect to a Restructuring Claim that arose after the date of the Receivership Order.
2. Any Person who does not file a Proof of Claim in accordance with this Claims Procedure Order with the Receiver by the Claims Bar Date, as applicable, shall be extinguished and forever barred.

5.3 Determination of Claims

1. The Receiver will review the Claims filed. If the Receiver disputes or disallows any Claim, in whole or in part, the Receiver will deliver a Notice of Disallowance to the affected Claimant and the Claimant will have fourteen (14) days after the Receiver sends the Notice of Revision or Disallowance to file a Notice of Dispute with the Receiver. After the delivery of the Notice of Dispute to the Receiver, the Claimant and the Receiver shall attempt to resolve and settle the Claimant's Claim. In the event that the dispute between the Claimant and the Receiver is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver may bring the dispute before the Court.
2. If a Claimant fails to dispute the Notice of Revision or Disallowance by filing a Notice of Dispute with the Receiver within the prescribed time, the Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and the value and status of the revised or disallowed claim shall constitute the Claimant's Proven Claim.
3. The proposed forms, including the Instruction Letter, the Newspaper Notice to Claimants, the Proof of Claim form, the Notice of Revision or Disallowance and Notice of Dispute are appended as schedules to the draft Claims Procedure Order.

5.4 Excluded Claims

1. The Receiver understands that RGC has not filed tax returns for several years. The Receiver proposes that certain potential claims of Canada Revenue Agency ("CRA") be excluded from the Claims Procedure. The Receiver intends to file all outstanding tax returns for RGC with CRA and determine the amounts owing to CRA. To the extent the Receiver requires a supplementary bar date or further directions, it will return to Court.
2. The Claims Procedure Order also excludes claims between the various RGC entities against each other. The Receiver is continuing to review the financial statements and is not able to reconcile the claims between the RGC entities at this time.
3. Lastly, the Claims Procedure Order excludes claims against RGC by the Receiver and its counsel.

5.5 Recommendation re: Claims Procedures

1. The Receiver believes the Claims Procedure is reasonable and appropriate for the following reasons:
 - a) the filing of claims and the completion of the Claims Procedure is a gating issue to the completion of these proceedings;
 - b) the proposed notices, dispute resolution provisions and timelines set out in the Claims Procedure Order are consistent with those commonly approved by Canadian courts and are sufficient to allow creditors to file Claims in these proceedings; and
 - c) in the Receiver's view, the Claims Bar Date, being approximately 45 days from the date scheduled for this application, is sufficient for creditors to file a Proof of Claim with the Receiver.

6.0 Fee Approval

1. The fees and disbursements of the Receiver and Cassels in respect of the Sale Mandate are summarized below.

(\$)					
Firm	Period	Fees	Disbursements	Total	Average Hourly Rate
KSV	May 2021 – July 31, 2021	172,451.50	275.00	172,726.50	507.20
Cassels	June 15, 2020 – July 31, 2021	94,639.00	10,292.71	104,931.71	524.32
Total		267,090.50	10,567.71	277,658.21	

2. Detailed invoices are provided in exhibits to the fee affidavits filed by representatives of KSV and Cassels which are provided in Appendices "E", and "F", respectively.
3. The Receiver is of the view that the hourly rates charged by Cassels are consistent with rates charged by law firms practicing in restructuring and insolvency in the downtown Toronto market, and that the fees charged are reasonable and appropriate in the circumstances.

7.0 Conclusion and Recommendation

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief sought in paragraph 1.1(1)(g) of this Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF
RGC
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

Appendix “A”

CITATION: Randhawa v. Randhawa, 2021 ONSC 3643

COURT FILE NO.: CV-18-593636-00CL

DATE: 20210519

SUPERIOR COURT OF JUSTICE – ONTARIO

(Commercial List)

RE: 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

BEFORE: Koehnen J.

COUNSEL: *Aaron Kreaden, Sam Dukesz* for the Applicant

Brian Kolenda, Chris Kinnear Hunter for the Respondents

Christina Bowman for Motion Transport Ltd.

HEARD: March 12, 2021

ENDORSEMENT

[1] The applicant Swinderpal Singh Randhawa and the respondent Rana Partap Singh Randhawa are brothers. They have been involved in a long, acrimonious dispute about the separation of their interests in various businesses that they once ran together. The division of their businesses has been adjudicated on several occasions by Mr. Larry Banack acting as arbitrator. The applicant was referred to as Paul and the respondent as Rana in the factums of the parties and during oral argument. I will use the same names in these reasons.

- [2] Between the two of them, Paul and Rana raised three issues for determination on this motion:
- I. Did the Arbitrator have jurisdiction to appoint an inspector under the *Ontario Business Corporations Act*¹ (the “OBCA”)?
 - II. Should the receiver appointed to sell the remaining business also be empowered to conduct an investigation that the Arbitrator envisaged that the inspector would conduct?
 - III. Who should be appointed as receiver?
- [3] For the reasons set out below, I find that the Arbitrator had jurisdiction to appoint an inspector, the receiver should have investigatory powers and Paul’s proposed receiver should be appointed.

I. Arbitrator’s Jurisdiction to Appoint an inspector

- [4] Rana submits that the Arbitrator had no jurisdiction to appoint an inspector under the OBCA because the statute reserves the power to do so to this court and because the inspector was to have the power to investigate Motion Transport Ltd., a non-party to the arbitration agreement.
- [5] I will first address the Arbitrator’s power to appoint an inspector under the OBCA and then address the implications of the inspector’s power to look into the affairs of Motion.
- [6] Paul commenced an oppression application in March 2018. The application was settled on October 1, 2018 by entering into Minutes of Settlement. The Minutes of Settlement called for the dissolution or sale of the businesses the brothers ran including the trucking business that is the subject of this motion.
- [7] Rana submits that an arbitrator has no power to appoint an inspector because s. 162 (1) of the OBCA provides that “the court may appoint an inspector” and “court” is defined as the Ontario Superior Court of Justice. Rana relies on several authorities for the proposition that an arbitrator has no power to award a statutory remedy like the appointment of an inspector.
- [8] Some confusion has arisen in this area because issues are often conflated and then reduced to a short form statement that an arbitrator has no power to grant a statutory remedy. Rather than resorting to the short form statement that an arbitrator has no power to grant a statutory remedy as Rana submits, I find it more helpful to untangle some of the issues that the cases address. Some of those separate issues include: (i) Whether an arbitrator in principle has

¹ *Ontario Business Corporations Act*, R.S.O. 1990. c. B. 16

the power to grant a statutory remedy; (ii) Whether there are reasons in a particular case that might make it inappropriate for an arbitrator to grant a statutory remedy; (iii) The scope of the particular arbitration clause at issue; and (iv) A judicial concern that a party may be deprived of a remedy if they are limited to arbitration.

- [9] As a starting point, more recent Ontario cases make it clear that statutory remedies, and in particular OBCA remedies, can be pursued through arbitration.²
- [10] The only principled reason for preventing an arbitrator from awarding a statutory remedy that Rana advanced before me was the possibility that statutory remedies might affect persons who are not signatories to the arbitration agreement.
- [11] In this regard Rana submits that an *OBCA* inspector is a court officer with specific rights and responsibilities set out in the statute. These include powers a private arbitrator could never grant including “requiring any person to produce documents or records to the inspector”, “authorizing an inspector to conduct a hearing, administer oaths and examine any person upon oath, and prescribing rules for the conduct of the hearing” and “requiring any person to attend a hearing conducted by an inspector and to give evidence upon oath”.³
- [12] To the extent that the inspector is being asked to exercise its powers vis-à-vis persons who are not party to the arbitration agreement, I agree that an arbitrator has no jurisdiction to empower an inspector to do so. If, however, the powers of the inspector are limited to investigating the signatories to an arbitration agreement, I was given no conceptual reason for which an arbitrator should be precluded from appointing an inspector. Although the OBCA might refer to the court appointing an inspector, the whole principle underlying arbitration is that parties are free to contract out of the court system and submit their disputes to an arbitrator unless precluded by statute or public policy.
- [13] In the case at hand, the Arbitrator recognized that his jurisdiction was limited to the signatories of the arbitration agreement and provided that if the inspector extended his activities beyond signatories to the arbitration agreement, the parties would have to obtain the assistance of the court. Paragraph 3 of his initial *ex parte* order provides:

I HEREBY DECLARE THAT the scope of the investigation requested to be made by the inspector and the appointment and powers of the inspector are to be determined by return motion before me or the Superior Court of Justice (Commercial List) if the inspection could potentially impact the rights of entities who are not parties to the arbitration clause contained in the Minutes and are therefore outside my jurisdiction as Arbitrator.

² *The Campaign for the Inclusion of People who are Deaf and Hard of Hearing v. Canadian Hearing Society*, 2018 ONSC 5445 at para. 58-59; *Blind Spot Holdings Ltd. v. Decast Holdings Inc.*, 2014 ONSC 1760 at para. 28.

³ *Business Corporations Act*, RSO 1990, c B.16, [s 162](#).

- [14] Seeking the court's assistance in those circumstances is a solution that would naturally impose itself in any event. Enforcement of arbitral award depends initially on the agreement of the parties. An arbitral award has no independent compulsory force. To give it compulsory force, the successful party must in any event go to a court to have the award recognized and enforced.
- [15] The arbitration agreement in question is found in paragraph 22 of the Minutes of Settlement between the parties. It provides:
- Paul and Rana each agree that any dispute arising in respect of the completion or implementation of these Minutes of Settlement, then Paul and Rana agree to appoint an arbitrator ... and any such determinations shall be made on a summary basis and be final and binding on the Parties and shall not be subject to appeal.
- [16] Apart from a minor grammatical error, the arbitration clause is clear. Paul and Rana have agreed to submit to an arbitrator "any dispute arising in respect of the completion or implementation of these Minutes of Settlement." The arbitration is not limited to the interpretation of the agreement. It is broader than that and encompasses "any dispute" that arises "in respect of the completion or implementation" of the Minutes of Settlement. The Minutes of Settlement specifically require Rana to provide Paul with information. The Arbitrator found that Rana had failed to do so.
- [17] The Minutes of Settlement impose specific obligations with respect to provision of information. Paragraph three of the Minutes provide:
- Upon the execution of these Minutes of Settlement, the Parties agree to act in good faith to provide each other with financial, operational and any other information that is required to ensure that the events described in these Minutes of Settlement proceed in an open and transparent manner, including, but not limited to, information to allow the Parties to monitor the Trucking Business and Real Estate Business while the steps contemplated by these Minutes of Settlement are being implemented.
- [18] Paragraphs 4-8 set out a process whereby the parties have time to assess the information they receive to determine whether one of them has directly or indirectly obtained an unequal benefit from the trucking business in the period following January 1, 2011. If one party asserts the other has received an unequal benefit and the parties cannot resolve that dispute, the Minutes call for the appointment of an independent accountant or arbitrator to determine the amount of the unequal benefit. The independent accountant or arbitrator is to work with the parties to determine a fair and efficient process for making that determination. If the parties cannot agree on that process, the independent accountant or arbitrator is empowered to determine the process.

- [19] In my view, the Arbitrator's appointment of the inspector was squarely within the powers he was given under the Minutes of Settlement. He was empowered to establish a process to determine any alleged unequal benefit to one of the parties. Doing so was part and parcel of implementing the Minutes of Settlement. He determined that the most efficient way of doing so was to appoint an inspector. He was squarely within his jurisdiction under the Minutes of Settlement to do so.
- [20] Rana relies on *Armstrong v. Northern Eyes Inc.*,⁴ which he submits stands for the proposition that an arbitrator has no power to award a statutory remedy. *Armstrong*, arose in the context of a shareholders' agreement that provided a specific remedy for a departing shareholder. The arbitration clause was contained in the shareholders agreement. In that context, the case is not so much about a conceptual holding that arbitrators have no power to award statutory remedies but can be more closely read as standing for the proposition that in the circumstances of that case, where the parties had contemplated a specific remedy for a departing shareholder, the arbitration agreement did not give the arbitrator the power to go beyond the contractually agreed to remedy. That is far different from saying that an arbitrator has no power to award a remedy under the OBCA, regardless of the circumstances.
- [21] The following extracts from the Divisional Court reasons make this clear:
- [34] It might also be noted that the remedies open to the arbitrator under Article 14 are comparatively close to the remedies available under OBCA s. 248(3)(f). The remedies are operationally identical in the sense that they require the majority to purchase the applicant's shares. What may differ, depending on the view that might be taken by the court in an oppression hearing, is the scope of the methodology used to achieve the valuation. If not completely identical, the remedies are comparatively close.
- [35] Where the essential character of the dispute is subject to arbitration, there is no real deprivation of ultimate remedy so long as the applicant is able to pursue an appropriate remedy through the specialized vehicle of arbitration.
- [36] Such is the case here. The applicant agreed in Article 14 that on leaving the company, he would tender his shares to be redeemed by the company at fair market value to be determined by the company's accountants. The applicant's problem is not that he lacks an appropriate remedy. His problem is that the method of valuation within the remedy to which he agreed may not be as

⁴ *Armstrong v. Northern Eyes Inc.*, 2000 CanLII 29047 (ON SCDC)

potentially advantageous to him as that which might be imposed by a court under the OBCA. There is nothing unequal or unfair, within the meaning of s. 6(3) of the Arbitration Act, in holding the applicant to his agreement. Absent the extraordinary circumstances contemplated by cases such as *Deluce*, the *Weber* principle does not oust the arbitrator simply because the applicant now prefers the potential of a valuation method that might be more advantageous to him than the method to which he agreed.

[22] Put differently, when the arbitrator in *Armstrong* said he had no authority to grant a statutory remedy, he was really saying that the arbitration agreement prescribed the remedies that were available to the parties and, since arbitration is a matter of contract, the arbitrator had no power to go beyond the contractual remedy and provide a statutory remedy.

[23] Next, Rana relies on the decision of Justice Lax in *Pandora Select Partners, LP v. Strategy Real Estate Investments Ltd.*⁵ Like *Armstrong*, *Pandora* is not so much about a general proposition to the effect that an arbitrator has no power to award remedies under the OBCA as it is about: (i) concerns that the applicant would be denied access to an OBCA remedy entirely; and (ii) the interpretation of the particular arbitration clause in that case.

[24] In *Pandora*, investors subscribed for shares in shares an OBCA company. The investors later complained that the OBCA company had not produced audited financial statements as they are required to do by the statute. The subscription agreement provided that it was to be construed with and governed by the laws of the State of New York and that:

Any controversy, claim or dispute arising out of or relating to this Subscription Agreement between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or Federal Court in New York City....

[25] On the plain wording of the OBCA, a state or federal court in New York is not a “court” for the purposes of the OBCA and may not be entitled to grant OBCA remedies.

[26] At the same time, the subscription agreement contained a conflicting clause which called for any dispute to be resolved “exclusively by arbitration to be conducted in New York, New York in accordance with the rules of the American Arbitration Association.”

⁵ *Pandora Select Partners, LP v. Strategy Real Estate Investments Ltd.*, 2007 CanLII 8026 (ON SC)

[27] In paragraph 15 of her reasons, Justice Lax drew a distinction between the arbitration clause which governed the subscription agreement and the core obligations of the OBCA corporation. On her interpretation of the arbitration agreement, Justice Lax found that the applicants had not contracted out of the right to apply to an Ontario court for relief about the manner in which the underlying corporation was to be governed. In doing so she explained:

[15] The right of shareholders to financial reporting is solely a function of the legal relationship between a corporation and its shareholders under the OBCA. By contrast, the arbitration clause is contained in the Subscription Agreements, the purpose of which was to consummate a commercial transaction. The Subscription Agreements do not purport to apply to the core obligations which SREI has to the Applicants under the OBCA. Rather, they are primarily comprised of terms peculiar to the transaction, namely, representations and warranties between the parties that were intended “to induce” one another “to enter into” the Subscription Agreements, together with various covenants by SREI, including ones relating to compliance with U.S. securities legislation, compliance with laws, the keeping of records and books of account and the status of dividends. This would suggest that the arbitration clause is properly interpreted as applying to issues arising in the context of the transaction contemplated by the Subscription Agreements.

[28] Justice Lax continued in paragraph 16 of her reasons to express a concern that

If the arbitration clause is interpreted as prohibiting the Applicants from seeking judicial enforcement of SREI’s core obligations under the OBCA, this would mean that, merely by agreeing to include the arbitration clause in the Subscription Agreements, the Applicants have absolved SREI of its core financial disclosure obligations. In particular, if the arbitration clause prohibits the Applicants from seeking judicial enforcement of SREI’s core obligations, it is likely the case that there is no forum to which the Applicants can turn to enforce those core obligations, thereby rendering the obligation nugatory. In turn, the arbitration clause would effectively circumvent the statutory requirement of explicit written consent provided by section 148(b) to exempt SREI from its obligations under Part XII of the OBCA. The deprivation of a statutory right is a matter to be considered in determining the scope of an arbitration clause.

- [29] *Pandora* does not express a view that an arbitrator has no power to award OBCA remedies. Rather, it expresses a concern about what might happen in a foreign forum if the arbitral clause were interpreted that way and the concern that a foreign court may not have the power to award OBCA remedies.
- [30] Finally, Rana relies on the decision of the Court of Appeal for British Columbia in *ABOP LLC v. Qtrade Canada Inc.*⁶ The reasons of the motions court judge and of the Court of Appeal suggested that oppression relief was not available in the arbitration in that case. It is not entirely clear though whether this finding was grounded in a legal rule to the effect that statutory remedies are not available in arbitrations or whether it was grounded in the interpretation of the arbitration clause that applied in that case. The arbitration agreement at issue provided that a portion of the dispute was subject to arbitration but another portion of the dispute was not. The Court of Appeal disposed of the issue by holding that it would be for the arbitrator to make all necessary findings of fact. If those findings supported an oppression claim, then the applicant could continue the oppression claim in court based on the arbitrator's findings of fact.
- [31] This is similar to what happened here. The Arbitrator made a finding that the appointment of an inspector was appropriate. He specifically found, however, that Paul would have to go to the courts if the inspector's powers were intended to affect persons that had not signed the arbitration agreement.
- [32] In my view, the Arbitrator acted entirely appropriately and within his jurisdiction in authorizing the investigation and in directing the parties to the court if they wanted to expand the powers of the inspector to affect non-signatories to the arbitration agreement.

II. Should the Receiver Conduct an Investigation?

- [33] The landscape has changed somewhat since this matter was last before the Arbitrator. Both parties now agree that a receiver should be appointed to sell the trucking business. The issue separating them is whether the receiver should have investigatory powers.
- [34] The Arbitrator already determined that an investigation is needed in connection with the sale of the trucking business. Rana submits that I am not entitled to rely on any of the findings the Arbitrator made and must revisit the question of an investigatory receivership from scratch.
- [35] I disagree. Rana's position might have more force if the question before me were whether a receiver should be appointed. That, however, is not in issue. Rana agrees that a receiver should be appointed. The only point of difference is whether there should be an

⁶ *ABOP LLC v. Qtrade Canada Inc.*, 2007 BCCA 290.

investigation. It matters little whether the investigation is conducted by an inspector or by a receiver. The point is whether an investigation should occur. That issue has already been fully canvassed by the Arbitrator in a process that took many months.

- [36] As noted above, even if I were to adopt Rana's view to the effect that the Arbitrator had no jurisdiction to appoint an inspector, the decision of the British Columbia Court of Appeal in *ABOP* holds that the appropriate course of action is for the Arbitrator to make relevant findings of fact and for the court to consider whether the statutory remedy is appropriate on those facts.
- [37] The Arbitrator made ample findings of fact to justify the need for an investigation. The arbitrator has been involved with the parties since 2018. He has issued 12 endorsements or awards relating to the disputes between them. He has in his words "become very familiar with" their business dealings.
- [38] The Arbitrator rendered two decisions in respect of the appointment of an inspector. The first was an *ex parte* order dated July 3, 2020. The matter then returned to the Arbitrator for submissions by Rana. That led to a further decision dated October 26, 2020 which runs to 359 paragraphs. It was based on extensive evidence including eight affidavits and *viva voce* cross-examinations before the Arbitrator, albeit conducted virtually.
- [39] The Arbitrator provided detailed reasons for appointing an inspector which fall into two general categories.
- [40] First, Rana "perpetuated a lack of transparency" in the operation of the trucking business. This included findings of a "lack of good faith in providing financial and operational information required to secure the sale of the Trucking Business." As noted earlier, the Minutes of Settlement required Rana to give Paul information to enable him to monitor the trucking business before the sale. The Arbitrator found that "Rana has failed to comply with his disclosure obligations" under the Minutes of Settlement. Among other things, the Arbitrator noted that it was Rana's obligation to prepare financial statements and that Rana did not do so.
- [41] Second, the Arbitrator made several findings that Rana's own proposed receiver acknowledged would constitute red flags for potential fraud.
- [42] Far from casting any doubt on the *ex parte* order, Rana's participation in the with notice hearing only strengthened the Arbitrator's view about the need for an inspector.
- [43] The Arbitrator made a series of findings surrounding what appeared to be the transfer of at least 12 trucks from the brothers' business to Motion Transport Ltd. It appears that Motion acquired the trucks for the same price at which Rana had sold them, sometimes to third party, a day or two earlier. Motion was run by a good friend of Rana's, Mr. Dhinda. Mr. Dhinda says he was retired. Rana's son worked for Motion. Mr. Dhinda could not explain where Motion got the money to purchase the trucks that formerly belonged to the brothers' business. Moreover, Mr. Dhinda stated that he had no knowledge of Motion's accounting or operational issues because Rana's son "looked after that."

- [44] The need for an investigation is well-founded. Whether it is conducted by an inspector or a receiver does not matter.
- [45] In the hearing before me, Rana resisted the investigatory aspect of the receivership by: taking issue with some of the facts that the Arbitrator found; pointing to the cost of the investigation and by pointing to the delay an investigation will have on the sale. None of these provides a basis for refusing the investigation.
- [46] Rana is entitled to dispute the facts on which the Arbitrator based his order for an investigation. The Arbitrator did not make definitive findings of fact in this regard nor is he entitled to. Indeed, the whole point of appointing an inspector is because facts need to be investigated. The test for the Arbitrator was whether there were sufficient grounds to have concerns about wrongdoing to warrant an investigation. There were more than ample grounds in this regard. Rana also suggested before me that his son was no longer working at Motion. That may or may not be the case but it has nothing to do with the allegations of past misconduct levelled against Rana and his relationship with Motion.
- [47] With respect to the costs of the investigation, Paul has agreed to fund the investigation initially. If it finds wrongdoing, Paul will be compensated for the cost of the investigation out of the proceeds of sale. If it finds no wrongdoing, then the cost will remain for Paul's account.
- [48] With respect to concerns about the delay that the investigation would have on the sale, Rana's own proposed receiver stated that: the investigation could be done expeditiously;⁷ there are synergies to be gained by investigating while advancing the sales process;⁸ and if there is a concern that Rana has not acted in good faith in providing information required to sell the business, it would be prudent "investigate those issues as part of any sale."⁹ The Arbitrator expressly found that concerns about Rana's lack of good faith were valid.¹⁰
- [49] There are also ample grounds for which the Receiver should be entitled to examine the affairs of Motion. I note here that the Receiver would not be making any findings of liability but would merely be conducting a factual investigation. The Receiver does not need to disrupt Motion's business to do so. It is simply a matter of having access to Motion's records which can be easily facilitated by allowing the Receiver to image Motion's computers or other electronic storage devices.
- [50] In *Akagi v. Synergy Group (2000) Inc.*,¹¹ the Ontario Court of Appeal confirmed that the mandate of a receiver appointed under section 101 of the *Courts of Justice Act*¹² can in appropriate cases include an investigation. As Blair J.A. stated:

⁷ Nackan Cross at q. 166.

⁸ Nackan Cross at q. 172.

⁹ Nackan Cross at q. 151.

¹⁰ October Award at para. 293.

¹¹ *Akagi v. Synergy Group (2000) Inc.*, 2015 ONCA 368

¹² *Courts of Justice Act*, RSO 1990, c C.43

Indeed, whether it is labelled an “investigative” receivership or not, there is much to be said in favour of such a tool, in my view – when it is utilized in appropriate circumstances and with appropriate restraints. Clearly, there are situations where the appointment of a receiver to investigate the affairs of a debtor or to review certain transactions – including even, in proper circumstances, the affairs of and transactions concerning related non-parties – will be a proper exercise of the court’s just and convenient authority under section 101 of the Courts of Justice Act.¹³

- [51] In paragraph 98 of *Akagi*, Blair J.A. set out four themes or factors that emerged from the case law surrounding investigative receiverships.
- [52] The first is whether the appointment is necessary to alleviate a risk to the plaintiff’s right to recovery. I am satisfied that this factor has been met. Paul is entitled to 50% of the proceeds of sale. Rana is not entitled to any unequal benefit. There are a series of suspicious circumstances the Arbitrator identified that would, if substantiated, lead to an unequal benefit to Rana.
- [53] The second factor is to determine whether the objective is to gather information and “ascertain the true state of affairs” of the debtor, or a related network of entities. This is the very purpose of an investigatory receiver. The appointment order can define the Receiver’s powers to ensure that they are limited to this purpose. There is also a need to gather information because, as the Arbitrator noted, there is an informational imbalance between the parties. Correcting an informational imbalance is one key reason for appointing an investigative receiver.¹⁴
- [54] The third factor is that the Receiver does not control the debtor’s assets or operate its business, leaving the debtor to carry on its business in a manner consistent with the preservation of its business and property. This factor is of lesser importance here because the Receiver will also be empowered to sell the trucking business. As it relates to Motion, however, it is clear that the Receiver will not be operating Motion’s business but will merely be investigating certain transactions between Motion and the brothers’ trucking business or entities related to them.
- [55] Finally, the receivership should be carefully tailored to what is required to assist in the recovery while protecting the defendant’s interests, and go no further than necessary to achieve these ends. This too can be easily achieved by tailoring the order appropriately.
- [56] There is ample authority to permit an inspector to extend its investigation to non-parties. In connection with the appointment of an inspector, s. 162(1) of the OBCA allows the

¹³ *Akagi* at para. 66

¹⁴ *Akagi* at para 90.

court to make any order it thinks fit including, without limiting the generality of the foregoing:

(d) an order authorizing an inspector to enter any premises in which the court is satisfied there might be relevant information, and to examine anything and make copies of any document or record found on the premises;

(e) an order requiring any person to produce documents or records to the inspector;

(f) an order authorizing an inspector to conduct a hearing, administer oaths and examine any person upon oath, and prescribing rules for the conduct of the hearing;

(g) an order requiring any person to attend a hearing conducted by an inspector and to give evidence upon oath;

(h) an order giving directions to an inspector or any interested person on any matter arising in the investigation;

[57] The wording of these provisions makes it clear that an inspector's powers are not restricted merely to the parties to the litigation but extend to all who have relevant information.

[58] Similarly, investigatory receivers have been given powers to include non-parties within the ambit of their investigation,¹⁵ especially where the non-parties were involved in the movement of funds or assets at issue.¹⁶

[59] On the basis of the foregoing, I am satisfied that the receiver should have the investigatory powers Paul seeks.

[60] I am equally satisfied that the investigation should extend to Motion. Motion had the ability to make submissions before the Arbitrator and made submissions before me on this motion. Its submissions on the motion before me consisted of contesting some of the factual findings of the Arbitrator and of general allegations of inconvenience. As noted, however, the fact remained to be determined and all that would be required of Motion is to provide an image of its records to the investigatory receiver. If Motion does not cooperate in that regard, the steps required may be more intrusive. Whether more intrusive steps are required will initially be up to Motion to determine.

¹⁵ *Akagi* at para 90.

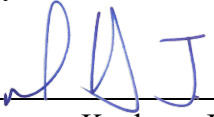
¹⁶ *DeGroot v. DC Entertainment Corp.*, 2013 ONSC 7101 at paras. 58 and 60.

III. Who should be appointed as receiver?

- [61] Paul proposes that the court appoint KSV as Receiver. Rana proposes that A. Farber and Partners Inc. be appointed. I am concerned that Farber may be conflicted based on a prior retainer by Rana. Rana had retained Farber to assist him in the litigation between the parties. Farber's representative acknowledged that this created a potential conflict.
- [62] Given past acrimony I think it is preferable to appoint KSV.

Disposition and Costs

- [63] For the reasons set out above, Paul's motion is granted and KSV will be appointed Receiver over the trucking businesses of the parties.
- [64] A draft order was included with the Caselines materials. If the respondents have any objections to that order they should notify the applicants and me by email within 48 hours. I will then set up a case conference to finalize the form of order.
- [65] Any party seeking costs of the motion may make written submissions by June 1, 2021. Responding submissions should follow by June 8, 2021 with reply due by June 14.



Koehnen J.

Date: May 19, 2021

Appendix “B”

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

THE HONOURABLE MISTER) WEDNESDAY, THE 21ST
)
JUSTICE KOEHNEN) DAY OF JULY, 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

**ORDER
(Approving Sale Process)**

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, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis;

ON READING the Notice of Motion of the Receiver dated July 15, 2021, the second report of the Receiver dated July 15, 2021 (the “**Second Report**”), 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 affidavits of service of Kieran May, sworn July 16, 2021 July 16, 2021 and July 20, 2021, filed:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and Second Report be and is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

SALE PROCESS

2. THIS COURT ORDERS that the Sale Process as defined and set out in the Second Report be and is hereby approved and that the Receiver be and is hereby authorized and directed to conduct the Sale Process.

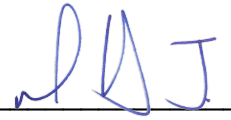
GENERAL

3. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

5. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body,

wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



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
(APPROVING SALE PROCESS)**

CASSELS BROCK & BLACKWELL LLP

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Lawyers for KSV Restructuring Inc. in its capacity as
Receiver

Appendix “C”

AUCTION SERVICES AGREEMENT

THIS AGREEMENT is made as of August 25, 2021

BETWEEN:

MCDUGALL AUCTIONEERS LTD., a corporation incorporated under the laws of Saskatchewan

(the “**Auctioneer**”),

- and -

KSV RESTRUCTURING INC. in its capacity as Receiver (as defined below) of the assets, undertakings and property acquired for or used in the business carried on by 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”), corporations incorporated under the laws of Ontario

(the Receiver (as defined below), together with the Auctioneer, the “**Parties**” and each, a “**Party**”)

WHEREAS on May 26, 2021, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an order, among other things, appointing KSV Restructuring Inc. (“**KSV**”) as receiver (the “**Receiver**”) of the assets, undertakings and property of RGC acquired for or used in the business carried on by RGC (as amended from time to time, the “**Receivership Order**”, and the related proceedings, the “**Receivership**”).

AND WHEREAS on July 21, 2021, the Court granted an order which, among other things, approved the sale process set out in the second report of the Receiver dated July 15, 2021 (the “**Sale Process**”) and authorized and directed the Receiver to conduct the Sale Process, including the liquidation of all tractors, trailers and other equipment owned by RGC.

AND WHEREAS the Receiver has conducted the Sale Process and selected the transaction set out in this Auction Services Agreement (the “**Agreement**”) as the prevailing bid in the Sale Process.

AND WHEREAS, further to the foregoing recital, the Receiver and the Auctioneer have agreed to enter into this Agreement respecting the sale by the Auction of the Assets by the Auctioneer on behalf of the Receiver, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

“**Approval Order**” shall mean one or more orders of the Court in form acceptable to Auctioneer and the Receiver, acting reasonably, authorizing the Receiver to (a) retain Auctioneer on the terms set forth herein, (b) pay Auctioneer its compensation on the terms set forth herein without further order of the Court, (c) enter into and consummate the transactions set forth herein, and (d) transfer title to the Assets to any purchasers free and clear of liens, claims and encumbrances.

“**Assets**” means, collectively, all of RGC’s right, title and interest, if any, including any keys and title documents if available, in and to the assets, described on **Schedule “A”** hereto.

“**Auction**” means the online auction described in section 2.3 hereof.

“**Auction Period**” means the period commencing on the date the Auctioneer receives access (including keys) to the Premises and continuing for sixty (60) days. Unless otherwise agreed by the Receiver and the Auctioneer, the Auction Period shall commence upon Court approval of this Agreement.

“**Breslau Premises**” means 285 Woolwich Street S., Breslau, ON N0B 1M0.

“**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the City of Toronto, Ontario are open for business.

“**Buyer’s Premium**” means the industry standard buyer’s premium of fifteen percent (15%) which all sales will be conducted with and will be solely collected by the Auctioneer. The Auctioneer retains the right to waive or discount the Buyer’s Premium on any individual sale at its sole discretion.

“**Oakville Premises**” means 2329 Cornwall Road, Oakville, ON L6J 7T9.

“**Premises**” means, collectively, the Oakville Premises and the Breslau Premises.

1.2 Entire Agreement

The Receiver and the Auctioneer agree that these terms and conditions shall govern the sale or re-sale of the Assets. This Agreement and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements or documents (including the offer letter from the Auctioneer to the Receiver dated August 11, 2021), and there are no other representations,

warranties, covenants or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document delivered pursuant to this Agreement.

ARTICLE 2 APPOINTMENT OF AUCTIONEER AND CONDUCT OF AUCTION

2.1 Appointment of Auctioneer

- (1) The Receiver hereby appoints the Auctioneer, and the Auctioneer hereby agrees to serve as the Receiver's exclusive agent and mandatary for the limited purpose of conducting the Auction in accordance with the terms and conditions of this Agreement.
- (2) The Auctioneer hereby acknowledges that it will not hold itself out as agent of the Receiver except as specifically provided for in this Agreement and that the Auctioneer's authority as agent for the Receiver is limited to the powers specifically provided for in this Agreement.

2.2 Subcontracting

The Auctioneer may not subcontract the performance of any of its duties or obligations under this Agreement to any person.

2.3 Conduct of the Auction

- (1) Subject to section 2.5, all matters relating to the conduct of the sale or re-sale, including advertising, marketing, the preparation of Assets for sale, cleaning, detailing, setup, cataloguing, preview, inspection arrangements, collection, invoicing, supervision of the release period following the Auction and the timing and duration of the Auction, shall be at the responsibility of and in the sole discretion of the Auctioneer, completed in the manner and at the times directed by it in a manner consistent with the auctioning of assets of a similar nature and value to the Assets; provided, however, that the Auction shall be completed, and the Assets (including any unsold assets) will be removed by the Auctioneer or the relevant purchaser from the Oakville Premises, by no later than October 31, 2021 and the Breslau Premises by no later than November 21, 2021.
- (2) The Auction shall be conducted by the Auctioneer by way of webcast or online auction at the Auctioneer's sole expense, and the Receiver hereby acknowledges and consents to such online auction being conducted on or before November 16, 2021, or such other dates as the Receiver and the Auctioneer may agree (the "**Auction Date**"). The Auctioneer reserves the right to deviate from the sale approach or the marketing approach (subject to section 2.5) prior to the Auction Date if the Auctioneer determines in its sole discretion that the alternative approach will result in an offer equivalent to fair market value. For the avoidance of doubt, no such modifications shall amend the Auction Period, except with the written consent of the Receiver. The Auctioneer also reserves the right to enhance the Auction with additional assets for sale.

2.4 No Warranty

The Assets shall be sold by the Auctioneer at the Auction, on an “as is, where is” basis with no representation, condition or warranty of any kind being made by the Auctioneer, the Receiver or RGC to potential or final buyers. Further, except for the Receiver’s representations and warranties expressly set forth in section 4.1 of this Agreement, no representation, condition or warranty of any kind are being made by the Receiver to the Auctioneer and the Auctioneer acknowledges that it has made such inspections of the Assets as it deems appropriate and that neither RGC, the Receiver nor any other person has made any representation, warranty or condition, whether statutory, express or implied, oral or written, legal, equitable, collateral or otherwise, as to title, encumbrances, fitness for purpose, marketability, condition, quantity or quality thereof or in respect of any other matter or thing whatsoever. Any sale of Assets at the Auction shall be governed by the terms of a bill of sale in form and substance acceptable to the Auctioneer and the Receiver.

2.5 Use of Name

The Receiver agrees that the Auctioneer shall be entitled during the term of this Agreement to the use of the names “**Proex Logistics Inc.**” and “**ASR Transportation Inc.**” (the “**Company Names**”) where necessary or desirable in order for the Auctioneer to complete the sale of the Assets, in each case solely for the marketing and merchandising of the Assets. At the request of the Receiver, the Auctioneer shall supply the Receiver with samples of any materials distributed by the Auctioneer which utilize or include the Company Names, and the Receiver may, acting reasonably, approve or disprove of any such use. If the Receiver disapproves any such use, the Auctioneer must immediately cease such use. For greater certainty, the Auctioneer shall not be permitted to use any other marks relating to RGC or its business.

2.6 Access to the Premises

- (1) The Receiver agrees to arrange for the Auctioneer to have rent free, unrestricted and full access to the Premises during the Auction Period, unless this Agreement is otherwise terminated pursuant to Article 5 for preparing the Assets for the Auction, provided, however, that access to the Oakville Premises shall terminate on October 31, 2021. The Receiver shall also have unfettered and full access to the Premises and the Assets during the Auction Period (subject to the termination of access to the Oakville Premises on October 31, 2021). The Receiver agrees to allow access to the Premises to members of the public, by appointment and under the supervision of the Auctioneer, for pre-sale inspections of the Assets; provided that the Receiver shall not be obligated to allow any such access where doing so would not be in accordance with the advisories and recommendations of the federal and applicable municipal provincial governments and of the Public Health Agency of Canada in connection with the COVID-19 pandemic. The Receiver has made arrangements for the Auctioneer to access the Premises, and shall ensure that forthwith after court approval of this Agreement that the Auctioneer is provided with such full access to the Premises in accordance with the terms of this Agreement at no cost to the Auctioneer.

- (2) The Auctioneer agrees to vacate the Breslau Premises by no later than the expiry of the Auction Period and the Oakville Premises by no later than October 31, 2021. After the completion of the sale or re-sale, the Auctioneer shall supervise the removal of the sold and unsold Assets from the Premises assuring removal shall be done in a workmanlike manner and in accordance with the advisories and recommendations of the federal and applicable municipal and provincial governments and of the Public Health Agency of Canada in connection with the COVID-19 pandemic. The removal of all such Assets from the Premises shall be completed prior to the expiry of the Auction Period, or in the case of the Oakville Premises, October 31, 2021, and all purchasers of Assets through the Auction shall agree that their purchase is conditional upon the removal of their purchased Assets from the Premises prior to the expiry of the Auction Period or October 31, 2021, as applicable. The Auctioneer shall be required to remedy or repair any condition of the Premises resulting from preparation for the Auction, the conduct of the Auction, or the removal of Assets. For greater certainty, the Auctioneer shall not be responsible to remedy any pre-existing condition on the Premises prior to the Auction. The Auctioneer shall leave the Premises in a tidy manner upon the expiration of the Auction Period or October 31, 2021. The obligations of the Auctioneer under this agreement extend only to the portions of the Premises utilized by it during the Auction process.
- (3) The Auctioneer shall not be responsible or liable for any environmental conditions or damage, hazardous, environmentally-regulated or waste substances of any kind including in, on, under or affecting the Premises, except to the extent such conditions or damages are caused by the actions of the Auctioneer, and the Auctioneer shall have no obligation to deal with, store or remove such substances. The Receiver acknowledges and agrees that the Auctioneer is not in care, management, possession or control of the Premises for the purposes of any environmental legislation.

2.7 Indemnity

- (1) The Auctioneer shall and hereby agrees to defend, indemnify, and hold harmless Receiver and its officers, directors, agents, employees and principals from and against any and all known or unknown losses, damages, liabilities, claims, actions, judgments, penalties, fines, court costs and legal or other expenses which Receiver may incur as a direct or indirect consequence of: (i) grossly negligent or intentional acts or omissions of Auctioneer or its agents, employees, representatives and principals in connection with the Auction or the removal of the Assets from the Premises; and/or (ii) the material breach by Auctioneer of any of its representations, warranties or other obligations under this Agreement and/or any claims asserted by Auctioneer's employees or agents, including Auctioneer's employees' or agents' payroll claims (wage claims, claims for taxes required to be withheld from wages, social security, etc.), or unemployment compensation claims.

2.8 Insurance

- (1) The Receiver shall maintain customary insurance and shall be responsible for loss or damage to the Assets, other than loss or damage arising as a result of the negligence of Auctioneer, its agents or employees, until the earliest of:
 - (a) the removal of the Assets from the Premises by the purchaser or the Auctioneer (in the case of unsold assets); or
 - (b) the termination of the Auction Period.
- (2) The Auctioneer will be responsible for arranging third-party liability insurance with respect to the Auctioneer's access to and use of the Premises during the Auction Period and shall be responsible for the costs of such insurance. The third-party liability insurance shall provide for not less than \$5 million coverage per occurrence and the Receiver and RGC shall be named third-party beneficiaries under such insurance and who shall benefit from the proceeds resulting from damage claims in respect of the Assets or the Premises. The Auctioneer shall provide proof of such insurance to the Receiver at the commencement of the Auction Period.

ARTICLE 3 CONSIDERATION PAYABLE

3.1 Net Minimum Guarantee

- (1) The Auctioneer shall pay to the Receiver a guaranteed minimum amount for the Assets in the sum of [REDACTED] plus applicable taxes (the "**Guaranteed Amount**") without adjustment, recoupment or set off of any kind other than as provided for in section 3.2, notwithstanding that the Proceeds (as defined below) may be less than such amount. The Auctioneer shall pay the Guaranteed Amount in two stages, with [REDACTED] of the Guaranteed Amount being paid to the Receiver within four (4) Business Days of the execution of this Agreement (the "**Deposit**") and the balance of the Guaranteed Amount being paid by the Auctioneer by no later than ten (10) days prior to the first Auction Date. Concurrent with the delivery of the Deposit, the Auctioneer shall provide the Receiver with a Letter of Credit, in a form acceptable to the Receiver, from a financial institution acceptable to the Receiver and the Auctioneer which shall secure the Auctioneer's obligations under this Agreement. The Guaranteed Amount shall be paid by wire transfer of immediately available funds to the account identified on **Schedule "B"**.
- (2) In the event that this Agreement is terminated in accordance with Section 5.1 or 5.3, the Receiver shall forthwith return the Deposit to the Auctioneer and the Auctioneer shall have no further obligation to pay the Guaranteed Amount (and the return of the Deposit shall be the sole and exclusive remedy of the Auctioneer). If this Agreement is terminated for any other reason whatsoever, then the Deposit shall be forfeited by the Auctioneer to, and become the sole property of, the Receiver, as liquidated damages and not as penalty, in addition to any other rights and remedies the Receiver may have against the Auctioneer available at law or in equity.

3.2 Application of Proceeds and Taxes

- (1) The Auctioneer shall, at its own expense, prepare a list of all Assets sold in the Auction reflecting the sale prices of such Assets and containing an accounting of the aggregate proceeds of the sale of the Assets net of any applicable Taxes (as defined below) (the “**Proceeds**”), and shall deliver to the Receiver (a) interim progress reports as soon as reasonably practicable following each Auction Date, and (b) copies of such final lists, invoices and accounting within twenty-one (21) Business Days of the Auction Date.
- (2) If any of the Assets are withdrawn from the Auction or have changed in condition since the Auctioneer’s inspection, the Auctioneer and the Receiver will negotiate a reduction in the Guaranteed Amount based on the per-unit breakdown provided to the Receiver on **Schedule “A”**. In no circumstance will the reduction in the Guaranteed Amount be decreased by an amount more than the corresponding amount per unit on **Schedule “A”**. If the Proceeds are less than the Guaranteed Amount and the assets identified on **Schedule “C”** are included in the Auction, but are sold for less than the amount indicated on **Schedule “C”**, the Guaranteed Amount will be decreased by 50% of the total amount reflected on **Schedule “C”** and the Receiver shall refund such amount to the Auctioneer within ten (10) Business days of the delivery of the final accounting described in section 3.2(1).
- (3) Subject to payment in full of the Guaranteed Amount by the Auctioneer to the Receiver, the first [REDACTED] of Proceeds above the Guaranteed Amount shall be retained by the Auctioneer to cover its costs, such as commissions, advertising and Auction set up.
- (4) All Proceeds in excess of [REDACTED], excluding any Buyer’s Premium retained by the Auctioneer, shall be allocated ninety-seven percent (97%) to the Receiver (the “**Seller’s Portion**”) and three percent (3%) to be retained by the Auctioneer. The Auctioneer shall pay the Seller’s Portion to the Receiver within twenty-one (21) Business Days following the Auction Date.

- (5) The Auctioneer shall be solely responsible for collecting any applicable federal and provincial taxes exigible in connection with the sale of the Assets (the “**Taxes**”) and shall remit all such Taxes to the proper governmental authorities when due. The Auctioneer shall indemnify and save harmless the Receiver from and against any and all sales tax, penalties, costs and/or interest (including but not limited to legal fees on a solicitor and his own client basis) which may become payable by or assessed against the Receiver under the applicable laws in connection with the purchase and sale of the Assets pursuant to this Agreement
- (6) The cost of any replacement parts or labor to enhance net realization will be paid by the Auctioneer and will not be deducted from the Guaranteed Amount or the Seller’s Portion.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 The Receiver’s Representations and Warranties

The Receiver represents and warrants that each of the facts set out below hereto is correct in all material respects as of the date of this Agreement:

- (a) Residency: Each RGC entity is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (b) HST Registration: The registration numbers of the applicable RGC entities for the purposes of the *Excise Tax Act* (Canada) are: Guru Logistics Inc. – 85960 6865 RT0001, Proex Logistics Inc. – 82453 2451 RT0001, 1542300 Ontario Inc - 86112 5284 RT0001.
- (c) Approval Order: The Approval Order shall grant to Auctioneer the legal authority to sell the Assets to the general public free and clear of any liens, claims or encumbrances.

4.2 The Auctioneer’s Representations and Warranties

The Auctioneer represents and warrants that each of the facts set out below hereto is correct in all material respects as of the date of this Agreement:

- (a) Corporate Existence: The Auctioneer is a corporation incorporated and existing under the laws of the Province of Saskatchewan;
- (b) Capacity and due Authorization: The Auctioneer has the necessary capacity to enter into this Agreement and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement. The execution, delivery and performance by the Auctioneer of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary corporate action on the part of the Auctioneer;

- (c) Binding Agreement: This Agreement and any other agreements entered into pursuant to this Agreement to which the Auctioneer is a party constitute legal, valid and binding obligations of the Auctioneer, enforceable against the Auctioneer in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (a) Brokers: No agent, broker, person or firm acting on behalf of the Auctioneer is, or will be, entitled to any commission or brokers' or finders' fees from the Auctioneer or from any affiliate of the Auctioneer, in connection with this Agreement or the transaction contemplated hereby.
- (b) Residency: The Auctioneer is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (c) HST Registration: The Auctioneer's registration number for the purposes of the *Excise Tax Act* (Canada) is 82752 1071 RT0001.

ARTICLE 5 TERMINATION

5.1 Termination by Mutual Consent

This Agreement may be terminated at any time by mutual written consent of the Receiver and the Auctioneer.

5.2 Termination by the Receiver

If the Auctioneer fails to comply with any of the provisions of this Agreement in any material respect, the Receiver shall be entitled at its option to terminate this Agreement, but only if the Receiver provides the Auctioneer with three (3) Business Days to remedy such failure and the Auctioneer has not done so, without prejudice to the Receiver's rights to be paid the full amount of the Guaranteed Amount. In such event, any of the Assets not sold may, at the Receiver's option, be sold or resold by the Receiver in such manner and on such terms and conditions as the Receiver in its sole discretion determines.

5.3 Termination by Auctioneer

- (1) If the Receiver fails to comply with any of its material obligations under this Agreement, the Auctioneer shall be entitled at its option to terminate this Agreement, but only if the Auctioneer provides the Receiver with three Business Days to remedy such failure and the Receiver has not done so.
- (2) If the Approval Order has not been granted by September 17, 2021, the Auctioneer may re-inspect the Assets to determine if the condition of the Assets has changed and may elect

to terminate this Agreement without penalty if the Auctioneer and the Receiver do not agree on a modification.

ARTICLE 6 GENERAL

6.1 Force Majeure

- (1) The Receiver shall not be liable or responsible to the Auctioneer for any failure or delay in performance or a breach of the terms under the Agreement due to conditions beyond its control despite using reasonable commercial efforts to ensure completion of the outstanding obligation within the applicable time frames provided for in this Agreement including, but not limited to, Acts of God, wars, riots, insurrections, epidemics or pandemics (including, without limitation, the COVID-19 pandemic and any order, direction or recommendation of any relevant governmental authority pertaining thereto), natural disasters, fires, acts of terrorism and/or any other cause beyond reasonable control that have the effect of materially disrupting, interfering and/or obstructing any segment of the economy.
- (2) In the event of an Act of God, wars, riots, insurrections, natural disasters, fires, acts of terrorism and/or any other cause beyond reasonable control that have the effect of materially disrupting, interfering and/or obstructing any segment of the economy (but specifically excluding the COVID-19 pandemic and any order, direction or recommendation of any relevant governmental authority pertaining thereto) up until the commencement of the Auction Period, the Auctioneer may seek to amend the terms of the Agreement. If the Parties are unable to agree to an acceptable revision to this Agreement, this Agreement will be terminated and the Deposit will be returned to the Auctioneer.

6.2 Assignment

The Auctioneer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Receiver.

6.3 Confidentiality

The Receiver and the Auctioneer shall keep confidential all information and documents pertaining to the financial terms contained herein except for such information required to be disclosed by applicable law, court order, or as may be disclosed by the Receiver in the course of the Receivership proceedings, if applicable.

6.4 Applicable Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

To the fullest permitted by applicable law, each party to this Agreement (i) agrees that any action by such party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transaction contemplated hereby, shall be brought only in the Court and shall not be brought in any other court in Canada or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in the Court or any claim that any such action brought in the Court has been brought in an inconvenient forum, (iv) agrees that email service of process or other papers in connection with any such action or proceeding shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

6.5 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.6 Amendment and Modification

This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.

6.7 Execution by Electronic Transmission

The signature of any of the Parties hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.8 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

6.9 Receiver

KSV is acting solely in its capacity as the Court-appointed Receiver of RGC in the Receivership proceedings pursuant to the Receivership Order and not in its personal or corporate capacity, and the Receiver has no liability in connection with this Agreement or any sale of the Assets whatsoever, in its personal or corporate capacity or otherwise.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

AGREED TO AND ACCEPTED as of the date first written above.

KSV RESTRUCTURING INC., in its capacity as Court-appointed Receiver and Manager of RGC, and not in its personal or corporate capacity and without personal or corporate liability, on behalf 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.

Per: noah goldstein
Name: Noah Goldstein
Title: Managing
Director

MCDUGALL AUCTIONEERS LTD.

Per:



Name: Riley McChesney, CPPA
Title: VP of Sales & Marketing

SCHEDULE "A"

ASSETS INCLUDING PER UNIT BREAKDOWN

See Attached

	Unit Number	VIN Number	Purchase Price Allocation	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	1JJV532D6GL919073		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	1JJV532D1GL919076		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

SCHEDULE "B"

RECEIVER'S ACCOUNT DETAILS

Bank of Montreal

1 First Canadian Place

100 King Street West

Toronto, ON M5X 1A3

Bank Transit (ABA)#: **00022**

Bank Institution #: **001**

Bank Account #: **1673-423**

Bank Swift code: **BOFMCAM2**

Name of account: **KSV Restructuring Inc., Receiver of ASR Transportation et al**

SCHEDULE "C"

SIX UNITS

See attached

	Unit Number	VIN Number	Purchase Price Allocation	Year	Manufacturer
1	53207	5MC435328BK012326	██████████	2011	Manac
2	53211	1DW1A5328CB302148	██████████	2012	Stoughton
3	53215	1DW1A5320CS348833	██████████	2012	Stoughton
4	53254	5V8VC5329BM100775	██████████	2011	Vanguard
5	53266	5V8VC5326AM001703	██████████	2010	Vanguard
6	53270	1GRAA0620YB007840	██████████	2000	Great Dane

Appendix “D”

RGC SEARCH SUMMARY – RGC TRUCKING

1. VIN SEARCHES

Ontario Searches

Currency Date: September 2, 2021

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
R53006	1JJV532W27L037223	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 Ontario Inc. O/A ASR Transportation Guru Logistics Inc O/A ASR Transportation Guru Logistics Inc.	773215191 20210607 1246 2758 9022	MV – 2007 Wabash Limited to the amount of \$2049 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9445	07JUN 2022	RSLA
53293	1JJV532D9FL868036	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 Ontario Inc. O/A ASR Transportation RIORDAN LEASING INC O/A ASR TRANSPORTATION	773219214 20210607 1351 2758 9026	MV – 2015 Wabash DVC Limited to the amount of \$882 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS,	07JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
			RIORDAN LEASING INC		ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9450		
53303	1JJV532DXGL919075	VFS CANADA INC.	1542300 Ontario Inc.	768531771 20201214 1033 8077 9206	E, O, MV 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,	14DEC 2025	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS		
53304	1JJV532DXGL919076	VFS CANADA INC.	1542300 Ontario Inc.	768531771 20201214 1033 8077 9206	E, O, MV 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY,	14DEC 2025	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS		
53305	1JJV532D5GL919095	VFS CANADA INC.	1542300 Ontario Inc.	768531771 20201214 1033 8077 9206	E, O, MV 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN	14DEC 2025	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS		
R53014	1JJV532BXGL924839	ANCHOR PROPERTY MANAGEMENT CORPORATION	RIORDAN LEASING INC	773079561 20210602 1500 1793 4673	Limited to the amount of \$11018 2016 Wabash Reefer Trailer 53' REEFER TRAILER UNIT# R53014 THERMO KING MODEL S-600 ARB#194697047	02JUN 2022	RSLA
R53015	1GRAA0621JW122963	VFS CANADA INC.	1542300 Ontario Inc.	731865699 20170913 1438 8077 0485	E, O, MV 2018 GREAT DANE REGRIG VAN ALUM 2018 GREAT DANE REGRIG VAN ALUM 2018 GREAT DANE REGRIG VAN ALUM 53X102 S/N 1GRAA062XJW122962, THERMO KING C600, S/N 6001245534 C/W TRACKING AND SOLAR BATTERY CHARGING // 2018 GREAT DANE REGRIG VAN	13SEP 2023	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					ALUM 53X102 S/N 1GRAA0621JW122963, THERMO KING C600, S/N 6001245532 C/W TRACKING ANDSOLAR BATTERY CHARGING.		
		ANCHOR PROPERTY MANAGEMENT CORPORATION	VFS CANADA INC	773080965 20210602 1501 1793 4674	Limited to the amount of \$11018 2018 GREAT DANE REEFER TRAILER 2018 GREAT DANE 53' REEFER TRAILER UNIT # R53015 THERMO KING REEFER ARB#64697012	02JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
R53016	1GRAAO62XJW122962	VFS CANADA INC.	1542300 Ontario Inc.	731865699 20170913 1438 8077 0485	E, O, MV 2018 GREAT DANE REGRIG VAN ALUM 2018 GREAT DANE REGRIG VAN ALUM 2018 GREAT DANE REGRIG VAN ALUM 53X102 S/N 1GRAAO62XJW122962, THERMO KING C600, S/N 6001245534 C/W TRACKING AND SOLAR BATTERY CHARGING // 2018 GREAT DANE REGRIG VAN ALUM 53X102 S/N 1GRAAO621JW122963, THERMO KING C600, S/N 6001245532 C/W TRACKING AND SOLAR BATTERY CHARGING.	13SEP 2023	PPSA
		1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 Ontario Inc. O/A ASR Transportation VFS CANADA INC. O/A ASR TRANSPORTATION	773215002 20210607 1236 2758 9021	MV – 2018 Great Dane ESS Limited to the amount of \$2706 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES,	07JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
			VFS CANADA INC.		REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9446		
R53017	1GRAA0628JW122961	VFS CANADA INC.	1542300 Ontario Inc.	7322349485 20170927 1436 8077 1153	E, O, MV 2018 GREAT DANE TRAILER REFRIG VAN ALUM 2018 GREAT DANE TRAILER REFRIG VAN ALUM 2018 GREAT DANE TRAILER REFRIG VAN ALUM 53X102 S/N 1GRAA0628JW122961 C/W THERMO KING C600 S/N 6001245533 C/W TRACKING AND SOLAR BATTERY CHARGING// 2018 GREAT DANE TRAILER REFRIG VAN ALUM 53X102 S/N 1GRAA0623JW122964 C/W THERMO KING C600 S/N 6001245535 C/W TRACKING AND SOLAR BATTERY CHARGING//	27SEP 2022	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
R53018	1GRAA0623JW122964	VFS CANADA INC.	1542300 Ontario Inc.	7322349485 20170927 1436 8077 1153	E, O, MV 2018 GREAT DANE TRAILER REFRIG VAN ALUM 2018 GREAT DANE TRAILER REFRIG VAN ALUM 2018 GREAT DANE TRAILER REFRIG VAN ALUM 53X102 S/N 1GRAA0628JW122961 C/W THERMO KING C600 S/N 6001245533 C/W TRACKING AND SOLAR BATTERY CHARGING// 2018 GREAT DANE TRAILER REFRIG VAN ALUM 53X102 S/N 1GRAA0623JW122964 C/W THERMO KING C600 S/N 6001245535 C/W TRACKING AND SOLAR BATTERY CHARGING//	27SEP 2022	PPSA
		1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 Ontario Inc. O/A ASR Transportation VFS CANADA INC. O/A ASR TRANSPORTATION	773219673 20210607 1403 2758 9027	MV – 2018 Great Dane ESS Amount limited to \$1323 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS,	07JUN 22	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
			VFS CANADA INC.		ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9451		
53229	1DW1A5323DB378958	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC. O/A ASR TRANSPORTATION	773305659 20210609 1039 2758 9034	MV – 2013 Stoughton ZGP Amount limited to \$1323 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9456	09JUN 2022	RSLA
53301	1JJV532D6GL919073	VFS CANADA INC.	1542300 Ontario Inc.	768531771 20201214 1033 8077 9206	E, O, MV 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer THE SERIAL NUMBER GOODS	14DEC 2025	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS		
53302	1JJV532D8GL919074	VFS CANADA INC.	1542300 Ontario Inc.	768531771 20201214 1033 8077 9206	E, O, MV 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer 2016 Wabash Trailer THE SERIAL NUMBER GOODS DESCRIBED ABOVE TOGETHER WITH ALL PRESENT AND AFTER-	14DEC 2025	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS		
R53005	1JJV532BXFL842298	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC. O/A ASR TRANSPORTATION	773217486 20210607 1328 2758 9024	MV – 2015 Wabash RFA Amount limited to \$1051 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9448	07JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
101	4V4NC9EG3FN910572	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC. O/A ASR TRANSPORTATION TRAVELERS LEASING LTD	773218611 20210607 1340 2758 9025	MV – 2015 Volvo VVN Amount limited to \$1085 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9449	07JUN 2022	RSLA
103	4V4NC9EG7FN910574	2412115 ONTARIO INC O/A DIESEL SOLUTIONS	TRAVELERS LEASING LTD 1542300 ONTARIO INC	771895134 20210426 1714 9266 7036	MV – 2015 Volvo VVN Amount limited to \$3987 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENTS, PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUSIVE OF INSURANCE DISBURSEMENTS. REPAIR ORDER #4683	31MAY 2021	RSLA Discharged (20210531 1319 9266 7169)

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
		NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC TRAVELERS LEASING LTD	773213895 20210607 1207 2771 0488	MV – 2015 Volvo VNN Amount limited to \$902 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING	07JUN 2022	RSLA
172	4V4MC9GF98N488889	2412115 ONTARIO INC O/A DIESEL SOLUTIONS	1542300 ONTARIO INC WELLS FARGO EQUIPMENT FINANCE COMPANY	771895278 20210426 1722 9266 7037	MV – 2008 Volvo VVN Amount limited to \$2971 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENTS, PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUSIVE OF INSURANCE DISBURSEMENTS. REPAIR ORDER #4878	31MAY 2021	RSLA Discharged (20210531 1326 9266 7170)
174	4V4MC9GF58N488968	1519950 ONTARIO INC.	1542300 ONTARIO INC. O/A ASR	773217126	MV – 2008 Volvo VVN	07JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
		O/A NEW MILLENIUM TIRE CENTRE	TRANSPORTATION WELLS FARGO EQUIPMENT FINANCE COMPANY O/A ASR TRANSPORTATION WELLS FARGO EQUIPMENT FINANCE COMPANY	20210607 1312 2758 9023	Amount limited to \$3648 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9447		
189	4V4NC9GH47N447672	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
190	4V4NC9EH4FN928457	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					Amount limited to \$3955		
193	4V4NC9EJ4CN540062	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
197	4V4NC9EH7DN564824	9578595 CANADA INC.	1542300 ONTARIO INC.	772948665	E, MV	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
		DBA TRANSPORT SPECIALISTS		20210531 0944 6083 1208	1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC 9598595 CANADA INC. DBA TRANSPORT SPECIALISTS	773084295 20210602 1647 2771 0487	MV – 2013 VOLVO VNN Amount limited to \$1354 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,	02JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING		
199	1FUJGEDV2CLBC2419	PENSKE TRUCK LEASING CANADA INC	PENSKE LOGISTICS CANADA LTD	719122581 20160729 1708 1462 8267	E, O, MV 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST	07/29/2025	Discharged (20161114 1018 1462 2426, 20170320 1708 1462 0628, 20170628 1716 1462 7501, 20180116 1708 1462 2782, 20180302 1412 1462 9031, 20180411 1002 1462 1781, 20180425 1707 1462 9283, 20180612

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO		1706 1462 7403, 20180622 1402 1462 1148, 20180629 1410 1462 4214, 20180814 1707 1462 7684, 20181012 1705 1462 6048, 20190214 1006 1462 5812, 20190708 1408 1462 1342, 20191122 1410 1462 3832, 20200127 1704 1462 4187, 20210331 1403 1462

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.		6196, 20210624 1404 1462 9863)
200	1FUJGEDV0CLBC2421	PENSKE TRUCK LEASING CANADA INC	PENSKE LOGISTICS CANADA LTD	719122581 20160729 1708 1462 8267	E, O, MV 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000	07/29/2025	Discharged (20161114 1018 1462 2426, 20170320 1708 1462 0628,

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.		1705 1462 6048, 20190214 1006 1462 5812, 20190708 1408 1462 1342, 20191122 1410 1462 3832, 20200127 1704 1462 4187, 20210331 1403 1462 6196, 20210624 1404 1462 9863)
201	1FUJGEDV4CLBC2468	PENSKE TRUCK LEASING CANADA INC	PENSKE LOGISTICS CANADA LTD	719122581 20160729 1708 1462 8267	E, O, MV 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST	07/29/2025	Discharged (20161114 1018 1462 2426, 20170320

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					2014 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.		7684, 20181012 1705 1462 6048, 20190214 1006 1462 5812, 20190708 1408 1462 1342, 20191122 1410 1462 3832, 20200127 1704 1462 4187, 20210331 1403 1462 6196, 20210624 1404 1462 9863)
203	1FUJGEDV6CLBC2424	PENSKE TRUCK LEASING CANADA INC	PENSKE LOGISTICS CANADA LTD	719122581 20160729	E, O, MV 2012 FREIGHTLINER X12564ST	07/29/2025	Discharged (20161114 1018 1462

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
				1708 1462 8267	2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2013 CAPACITY OF TJ5000 2013 CAPACITY OF TJ5000 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2012 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000		2426, 20170320 1708 1462 0628, 20170628 1716 1462 7501, 20180116 1708 1462 2782, 20180302 1412 1462 9031, 20180411 1002 1462 1781, 20180425 1707 1462 9283, 20180612 1706 1462 7403, 20180622 1402 1462 1148, 20180629 1410 1462 4214,

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2014 FREIGHTLINER X12564ST 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 2015 CAPACITY OF TJ5000 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.		20180814 1707 1462 7684, 20181012 1705 1462 6048, 20190214 1006 1462 5812, 20190708 1408 1462 1342, 20191122 1410 1462 3832, 20200127 1704 1462 4187, 20210331 1403 1462 6196, 20210624 1404 1462 9863)

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
204	4V4NC9EG4GN950967	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
		VFS CANADA INC.	1542300 ONTARIO INC.	726075009 20170330 1036 8077	E, O, MV – 2016 VOLVO VNL64T 300 DAY CAB	30MAR 2024	PPSA

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				0100			
		VFS CANADA INC.	1542300 ONTARIO INC.	773215551 20210607 1249 2771 0490	MV - 2016 VOLVO VNL64T 300 DAY CAB Amount limited to \$1279 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING	07JUN 2022	RSLA
205	4V4NC9EH2HN951125	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN	31MAY 2026	PPSA

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					2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		VFS CANADA INC.	1542300 ONTARIO INC.	726074973 20170330 1036 8077 0097	E, O, MV – 2017 Volvo VNL64T 670	30MAR 2023	PPSA
206	4V4NC9EH9HN967306	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		VFS CANADA INC.	1542300 ONTARIO INC.	726095367 20170330 1432 8077 0121	E, O, MV – 2017 Volvo VNL64T 670	30MAR 2023	PPSA
207	4V4NC9EH7HN951282	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		VFS CANADA INC.	1542300 ONTARIO INC.	726075027 20170330 1036 8077 0102	E, O, MV 2017 VOLVO VNL64T 780 2017 VOLVO VNL64T 780	30MAR 2023	PPSA
208	4V4NC9EH9HN951302	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		VFS CANADA INC.	1542300 ONTARIO INC.	726075027 20170330 1036 8077 0102	E, O, MV 2017 VOLVO VNL64T 780 2017 VOLVO VNL64T 780	30MAR 2023	PPSA
212	4V4NC9EJ5FN179428	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		2412115 ONTARIO INC O/A DIESEL SOLUTIONS	1542300 ONTARIO INC	771894846 20210426 1705 9266 7035	MV – 2015 Volvo VVN Amount limited to \$10469 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENTS, PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUSIVE OF INSURANCE DISBURSEMENTS. REPAIR ORDER #4595	26APR 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
213	4V4NC9EJ0FN174539	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
215	4V4NC9EJ4FN188248	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC 9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	773084187 20210602 1640 2771 0486	MV – 2015 VOLVO VVN Amount limited to \$1275 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS	02JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					AND ALL PROCEEDS THEREOF INCLUDING		
221	4V4NC9EH1JN889299	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
		VFS CANADA INC.	1542300 ONTARIO INC.	731103966	E, O, MV – 2015 VOLVO VNL64T 670	22AUG 2023	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
				20170822 1036 8077 9473			
222	4V4NC9EHXJN889303	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
		VFS CANADA INC.	1542300 ONTARIO INC.	732888891 20171012	E, O, MV 2018 Volvo VNL64T 670	12OCT 2023	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
				1628 8077 1842	2018 Volvo VNL64T 670		
223	4V4NC9EH1JN889304	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
		VFS CANADA INC.	1542300 ONTARIO INC.	732888891	E, O, MV	12OCT 2023	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
				20171012 1628 8077 1842	2018 Volvo VNL64T 670 2018 Volvo VNL64T 670		
224	4V4NC9EH3JN886310	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955	31MAY 2026	PPSA
		VFS CANADA	1542300 ONTARIO	733014108	E, O, MV	17OCT 2023	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
		INC.	INC.	20171017 1031 8077 1995	2018 Volvo VNL64T 670 2018 Volvo VNL64T 670		
		NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC VFS CANADA INC 9598595 CANADA INC. DBA TRANSPORT SPECIALISTS	773083575 20210602 1627 2771 0485	MV – 2018 VOLVO VNL64T 670 Amount limited to \$1892 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING	02JUN 2022	RSLA
225	4V4NC9EH0JN888435	9578595 CANADA INC. DBA TRANSPORT SPECIALISTS	1542300 ONTARIO INC.	772948665 20210531 0944 6083 1208	E, MV 1998 FREIGHTLINER CON 2015 VOLVO VVN 2017 VOLVO VVN 2017 VOLVO VVN 2012 VOLVO VVN 2007 VOLVO VVN 2015 VOLVO VVN 2013 VOLVO VVN 2007 VOLVO VVN 2017 VOLVO VVN	31MAY 2026	PPSA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
					2017 VOLVO VVN 2017 VOLVO VVN 2016 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2015 VOLVO VVN 2018 VOLVO VVN 2018 VOLVO VVN Amount limited to \$3955		
		VFS CANADA INC.	1542300 ONTARIO INC.	733014108 20171017 1031 8077 1995	E, O, MV 2018 Volvo VNL64T 670 2018 Volvo VNL64T 670	17OCT 2023	PPSA
		NEW MILLENIUM TIRE CENTRE	1542300 ONTARIO INC VFS CANADA INC	773214399 20210607 1217 2771 0489	MV – 2018 VOLVO VNL64T 670 Amount limited to \$622 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PART, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING	07JUN 2022	RSLA

ASR Unit Number	VIN	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)	Type of Registration
P740	1HSDJSJR4CH054387	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE	PROEX LOGISTICS INC	773305236 20210609 1028 2758 9033	MV – 2012 International Pro Amount limited to \$2340 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 21-9455	09JUN 2022	RSLA
Cadillac Escalade	1GYS4CKJ3HR381283	THE BANK OF NOVA SCOTIA	1542300 ONTARIO INC.	732663477 20171005 1107 1219 5618	E, O, MV – 2017 Cadillac Escalade Amount limited to \$82728	05OCT 2022	PPSA
GMC Sierra	3GTU2NEC9HG213631	ROYAL BANK OF CANADA	1542300 ONTARIO INC	724475376 20170131 1034 1529 8101	CG, O, MV – 2017 GMC Sierra 1500	31JAN 2022	PPSA

2. REGISTRATIONS AGAINST RGC (not captured above)

Ontario Searches

Currency Date: August 31, 2021

ASR Company	Secured Party(ies)	Debtor(s)	Ontario: Reference File No. / Registration No.	Ontario: Collateral Classification / General Collateral Description	Expiry Date (MM/DD/YYYY)
1542300 ONTARIO INC	THE BANK OF NOVA SCOTIA	1542300 ONTARIO INC ASR TRANSPORTATION	711 179 676 20151026 1653 1532 5355	I, E, A, O	10/26/2025
ASR TRANSPORTATION	THE BANK OF NOVA SCOTIA	1542300 ONTARIO INC ASR TRANSPORTATION	711 179 676 20151026 1653 1532 5355	I, E, A, O	10/26/2025

Appendix “E”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

**AFFIDAVIT OF NOAH GOLDSTEIN
(sworn September 8, 2021)**

I, **NOAH GOLDSTEIN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a Managing Director of KSV Restructuring Inc. ("KSV"), which was appointed receiver and manager (the "Receiver") 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, by the order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 26, 2021 as amended and restated from time to time. As such, I have knowledge of the matters to which I depose except where stated to be on information and belief, and where so stated, I verily believe it to be true.

2. This Affidavit is sworn in support of a motion seeking, among other things, approval of the Receiver's fees and disbursements in respect of the Sale Mandate for the period from the commencement of the proceedings to July 31, 2021 (the "Period").

3. The Receiver's invoices for the Period disclose in detail: the nature of the services rendered; the time expended by each person and their hourly rates; and the total charges for the services rendered; and disbursements charged. Copies of the Receiver's invoices are attached hereto as Exhibit "A" and the billing summary is attached hereto as Exhibit "B".

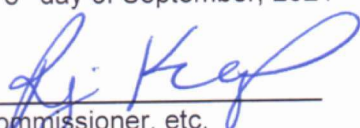
4. The Receiver spent a total of 340.01 hours on this matter during the Period, resulting in fees totalling \$172,451.50, excluding disbursements and HST, as summarized in Exhibit "B".

5. As reflected on Exhibit "B", the Receiver's average hourly rate for the Period was \$507.20.

6. To the best of my knowledge, the rates charged by KSV throughout the course of these proceedings are comparable to the rates charged by other firms in the Toronto market for the provision of similar services, and the rates charged by KSV for services rendered in similar proceedings.

7. I have reviewed the affidavit of John Picone of Cassels Brock & Blackwell LLP ("Cassels") sworn on September 8, 2021 and the accounts of Cassels attached thereto. Cassels is counsel to KSV as Receiver of RGC. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings

8. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of KSV and Cassels, and for no other or improper purpose.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 8th day of September, 2021)
)
)
)
)
A commissioner, etc.)



NOAH GOLDSTEIN

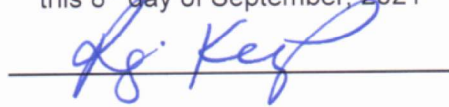
Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.

Attached is Exhibit "A"

Referred to in the
AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 8th day of September, 2021



Commissioner for taking Affidavits, etc

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.

**ksv advisory inc.**

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

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ksvadvisory.com

Randhawa Group of Companies
c/o KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

June 10, 2021

Invoice No.: 2303
HST No.: 818808768RT0001

Re: 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, the “Companies”)

For professional services rendered to May 31, 2021 by KSV Restructuring Inc. in connection with the sale mandate in its capacity as receiver (the “Receiver”) of the Companies, including:

Pre-Receivership

- Corresponding with Cassels Brock and Blackwell LLP (“CBB”), legal counsel to the Receiver, and Stikeman Elliot LLP (“Stikeman”), legal counsel to Swinderpal Randhawa (“Paul”), and Lenczner Slaght LLP, counsel to Rana Randhawa (“Rana”), regarding the Companies’ business and operations;
- Reviewing Stikeman’s draft receivership materials, including the affidavit of Paul, its factum and a draft receivership order (the “Receivership Order”);
- Preparing an action plan for the first day of the receivership and corresponding internally regarding same;
- Attending on May 25, 2021 at Court via video conference in relation to the receivership;

Sale Mandate

- Reviewing the order of Justice Koehnen issued on May 26, 2021;
- Corresponding with CBB regarding all aspects of the receivership proceedings;
- Preparing the First Report of the Receiver dated May 27, 2021 regarding, *inter alia*, a Receiver’s charge and the funding of these proceedings;
- Reviewing materials prepared by CBB, including the notice of motion and an amended receivership order, in respect of a motion heard on June 4, 2021;
- Attending on May 26, 27 and 28, 2021 at the Companies head office, being 2896 Sheridan Way in Oakville (the “Head Office”), for the purpose of obtaining the Company’s books and records and taking an inventory of the property located at the Head Office;

- Meeting with certain of the Companies' former employees regarding the Companies' books and records, cash flow forecasts and the location of assets;
- Attending on May 26, 2021 at four vehicle yards where the Companies rented parking spaces and documenting and making an inventory of the assets;
- Preparing and sending letter dated May 26, 2021 to Scotiabank and TD Bank advising of the Companies' receivership proceedings and requesting confirmation of current account balances and requesting that the Companies' accounts be frozen;
- Dealing with Gallagher Insurance regarding insurance coverage for the receivership;
- Preparing and comparing forecasted cost estimates ("Cost Estimates") in relation to:
 - the completion a sale process while continuing to operate the Companies; and
 - a wind-down of the Companies' business and liquidation of assets.
- Presenting the Cost Estimates and a memorandum to Paul and Rana and reviewing their responses to same;
- Preparing and issuing termination letters to the the Companies' employees and contractors;
- Preparing the Supplement to the First Report of the Receiver dated May 31, 2021 regarding, *inter alia*, the funding of these proceedings;
- Responding to inquiries from creditors, former employees, former contractors and parties interested in purchasing the Companies' assets;
- Preparing the Notice and Statement of the Receiver for the Company, as required pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act*;
- Maintaining the Receiver's website created for these proceedings; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Total professional fees and disbursements	\$ 38,905.50
HST	<u>5,057.72</u>
Total	<u>\$ 43,963.22</u>

KSV Restructuring Inc.
Randhawa Group of Companies
Time Summary
For the period ended May 31, 2021

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	625-650	21.00	13,550.00
Jonathan Joffe	495.00	39.20	19,404.00
Simon Thean	225.00	1.75	393.75
Other Staff and Administration		12.87	5,282.75
Fees			<u>38,630.50</u>
Out-of-pocket disbursements			
Ascend fees			275.00
Total Fees and Disbursements			<u><u>38,905.50</u></u>



kvs advisory inc.

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Randhawa Group of Companies
c/o KSV Restructuring Inc.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

September 8, 2021

Invoice No.: 2310
HST No.: 818808768RT0001

Re: Proex Logistics Inc., Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation) (“ASR”), 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, the “Companies”)

For professional services rendered from June 1, 2021 to July 31, 2021 by KSV Restructuring Inc. in respect of the Sale Mandate in its capacity as receiver (the “Receiver”) of the Companies, including:

General

- Corresponding with Cassels Brock and Blackwell LLP (“CBB”), legal counsel to the Receiver, regarding all aspects of these proceedings;
- Preparing and filing the Notice and Statement of the Receiver for the Company, as required pursuant to Sections 245 and 246 of the *Bankruptcy and Insolvency Act*;
- Attending at the Companies’ head offices, being 2896 Sheridan Way in Oakville (“Head Office”), on a near-daily basis throughout June 2021 and July 2021;
- Considering the resignation of several employees at the commencement of the receivership and discussing same with Rana Randhawa (“Rana”), the principal of ASR;
- Corresponding with the landlord of the Head Office in relation to rent payments, maintenance of the Head Office air conditioner and estimated timelines for vacating the premises;
- Reviewing registrations under the *Personal Property Security Act* (Ontario) against the Companies;
- Corresponding with Scotiabank and TD Bank regarding the Companies’ operating accounts and details regarding customer deposits received during these proceedings;
- Corresponding with Scotiabank regarding its line of credit owing from the Companies;

- Reviewing motion materials prepared by CBB, including the notice of motion and an amended receivership order, in respect of a motion heard on June 4, 2021 to, *inter alia*, elevate the priority of certain Court-granted charges (the “June 4th Motion”);
- Attending at Court on June 4, 2021 in respect of the June 4th Motion;
- Reviewing the Court Order and Endorsement of Justice Koehnen, both dated June 4, 2021;
- Dealing extensively with Canada Revenue Agency regarding the Companies’ harmonized sales tax and corporate income tax returns, including attending a call on June 9, 2021;
- Dealing with Gallagher Insurance (“Gallagher”) regarding insurance coverage for the receivership, including several calls and emails throughout June and July 2021;
- Working with Gallagher to decrease the insurance costs;
- Issuing two Receiver Certificates to Swinderpal Randhawa (“Paul”) in relation to advances made to the Companies following the receivership;
- Administering the *Wage Earner Protection Program* (“WEPP”) claims and corresponding with the Companies’ former employees regarding same;
- Dealing with ICA Wireless Inc., the Head Office’s internet service provider, regarding service issues and outstanding amounts payable;
- Corresponding with Service Canada to confirm the applicability of WEPP for former drivers that worked as contractors to the Companies (“Drivers”);
- Corresponding extensively with the Drivers regarding outstanding amounts due to them, the status of their claims, WEPP, the status of the proceedings and the timing for a claims process;
- Reviewing and processing payments for invoices related to goods and services received during the receivership proceedings;
- Responding to inquiries from creditors, former employees and former contractors;
- Maintaining the Receiver’s website created for these proceedings;
- Maintaining an estate bank account and completing a monthly reconciliation of same;

Customers and Accounts Receivable

- Engaging a former employee of the Companies to assist with accounting services on a task and term basis (“Task and Term Employee”);
- Preparing a letter to Ford Motor Company (“Ford”) dated June 1, 2021 to, *inter alia*, cancel the Companies’ contracts and arrange for the retrieval of the Companies’ equipment;
- Preparing a letter to Ventra Plastics dated June 1, 2021 to, *inter alia*, cancel the Companies’ contracts and arrange for the retrieval of the Companies’ equipment;

- Dealing with several customers regarding the collection of outstanding accounts receivable, including:
 - Ford;
 - Ventra Plastics;
 - Scottlynn Commodities Inc.; and
 - Ippolito Transportation Inc.
- Working with the Task and Term Employee to:
 - identify sale transactions that had not been invoiced by the Companies (“Unbilled Sales”);
 - compile the necessary supporting documentation and issuing invoices in relation to the Unbilled Sales;
 - update the Companies’ accounts receivable records; and
 - review detailed reports related to Ford’s receivables.
- Reviewing a listing of rejected invoices provided by Ford (“Rejected Invoices”) and corresponding with the Task and Term Employee regarding same;
- Dealing with Spicsoft Inc., the Companies’ former IT service provider, in relation to accessing the computers required to advance the administration of accounts receivable;
- Working with the Task and Term employee to compile information requested by Ford and reissuing Rejected Invoices;
- Corresponding with Ford regarding outstanding amounts owing to the Companies, including attending a call on July 22, 2021;

Sale Process

- Engaging another former employee of the Companies to assist with asset retrieval (“Second Task and Term Employee”);
- Engaging Tert & Ross Inc. (“T&R”), a contractor, to assist with the retrieval and inventory of the Companies’ trucks and trailers;
- Attending calls on June 1, 2, 4, 11 and 16, 2021 with Ford regarding the retrieval of certain of the Companies’ assets previously being stored at multiple Ford premises and the return of Ford-owned racks and dunnage that was being stored inside the trailers;
- Arranging for the removal and return of Ford-owned transponders attached to certain of the Companies’ trailers;
- Reaching an agreement with Ford regarding the retrieval of equipment;

- Considering various options to store trucks and trailers during the sale process (the “Sale Process”), including reviewing various quotes and discussing same internally;
- Finalizing details to lease two storage yards during the Sale Process (the “Storage Yards”);
- Dealing extensively with coordinating the centralization of the Companies’ trucks and trailers to the Storage Yards, including:
 - corresponding extensively with the Second Task and Term Employee;
 - reviewing hauling quotes and scheduling availability from multiple third-party service providers in relation to trailer retrieval and discussing same with the Second Task and Term employee;
 - working with Ford and with hauling service providers engaged by the Receiver to move approximately 150 of the Companies’ trailers from multiple third-party sites across to a Storage Yard;
 - working with T&R to relocate trucks owned by the Companies that were located at multiple-third party sites to a Storage Yard;
 - dealing with repair shops and the landlords of former storage yards used by the Companies regarding the release of trucks and trailers from their respective properties;
 - working with the Second Task and Term Employee to locate and retrieve certain trucks and trailers where locations were not documented in the Companies’ records;
 - working with the Second Task and Term Employee to file a police report in respect of two missing assets, one of which was subsequently retrieved; and
 - rearranging the Storage Yards so that each of the trucks and trailers was accessible for viewing.
- Reviewing quotes in relation to truck and trailer cleaning and decal removal and discussing same internally;
- Dealing with expired safety registrations on certain of the trucks and trailers;
- Arranging for repair services to allow the trucks and trailers to be relocated to the Storage Yards;
- Arranging for certain battery replacements to allow the trucks to start up for prospective purchasers;
- Dealing with a letter from Garvey & Garvey LLP (“Garvey”), counsel to Rego Developments & Construction Ltd., a landlord of a Storage Yard, regarding the termination of the lease for the Storage Yard;
- Attending several calls with Garvey, including on June 30, July 5 and 7, 2021;
- Dealing with asset recovery issues, including corresponding with repair shops holding assets over which they have liens;

- Reviewing the Companies' asset listings and supplementary listings provided by Paul;
- Attending on a regular basis at the Storage Yards;
- Reviewing the ownership documentation in relation to the Companies' assets and identifying missing and outdated ownership records;
- Corresponding with Rana and Paul regarding the missing ownership documentation;
- Meeting with the former dispatcher at the Head Office in relation to locating ownership documentation;
- Corresponding with VFS Canada Inc. regarding their financing arrangements with the Companies;
- Dealing extensively with the Companies' truck and trailer ownership documentation, including making the arrangements for the replacement of lost ownerships through Service Ontario and dealing with former lessors of the Company to arrange documentation allowing for the transfer of ownership;
- Corresponding with CBB regarding completing searches of vehicle identification numbers through Ontario Ministry of Transportation and reviewing same;
- Attending a call on June 2, 2021 with Stikeman Elliott LLP ("Stikeman"), legal counsel to Paul, regarding missing ownership documentation in relation to the Companies' assets;
- Attending a call on June 23, 2021 with Stikeman and Paul, regarding an update on the Sale Process;
- Preparing a Report to Court dated July 15, 2021 regarding, *inter alia*, the proposed Sale Process;
- Corresponding with Rana and Paul regarding the location of passenger vehicles owned by the Companies;
- Corresponding with Ritchie Bros. regarding five pieces of the Companies' heavy equipment ("Heavy Equipment");
- Corresponding with Rana to coordinate Ritchie Bros.' access to the Heavy Equipment which was located at his personal residence;
- Negotiating an auction services agreement with Ritchie Bros. in relation to the Heavy Equipment;
- Reviewing materials prepared by CBB, including the notice of motion, in respect of a motion heard on July 21, 2021;
- Reviewing the Court Order dated July 21, 2021 approving the Sale Process ("Sale Process Order");
- Reviewing the Endorsements of Justice Koehnen dated July 21 and 23, 2021;

- Carrying out the Sale Process in accordance with the Sale Process Order, including;
 - compiling a list of over seventy-five (75) prospective purchasers identified through the Receiver's research and unsolicited parties that contacted the Receiver directly expressing interest in the opportunity;
 - preparing and distributing an interest solicitation letter detailing the opportunity to the prospective purchasers ("Interest Solicitation Letter");
 - facilitating visits to the Storage Yards for thirty-two (32) prospective purchasers;
 - coordinating site coverage with T&R in respect of all Storage Yard visits; and
 - corresponding extensively with the prospective purchasers regarding:
 - the Sale Process;
 - details regarding the assets for sale;
 - the receivership proceedings;
 - the Companies' operating history;
 - certain assets included in the listing appended to the Interest Solicitation Letter but not located at the Storage Yards;
 - certain assets located at the Storage Yards that were excluded from the listing appended to the Interest Solicitation Letter;
 - the types of offers under consideration in the Sale Process; and
 - acceptable forms of offer.
- To all other meetings, correspondence, etc. pertaining to this matter.

Total professional fees and disbursements	\$ 133,821.00
HST	17,396.73
Total	<u>\$ 151,217.73</u>

KSV Restructuring Inc.
Randhawa Group of Companies
Time Summary
For the period ended July 31, 2021

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	650.00	51.00	33,150.00
Jonathan Joffe	495.00	197.90	97,960.50
Other Staff and Administration		16.29	2,710.50
Fees			<u>133,821.00</u>

Attached is Exhibit "B"

Referred to in the
AFFIDAVIT OF NOAH GOLDSTEIN

Sworn before me

this 8th day of September, 2021



Commissioner for taking Affidavits, etc

Rajinder Kashyap, a Commissioner, etc.,
Province of Ontario, for KSV Restructuring Inc.
Expires January 27, 2024.

RGC Group of Companies

Schedule of Professionals' Time and Rates

For the Period from the commencement of the proceedings to July 31, 2021

Personnel	Title	Duties	Hours	Billing Rate (\$ per hour)	Amount (\$)
Noah Goldstein	Managing Director	Overall responsibility	72.00	625	46,700.00
Jonathan Joffe	Associate	All aspects of mandate	237.10	495	117,364.50
Other staff and administrative	Various		30.91	125-750	8,387.00
Total fees					<u>172,451.50</u>
Total hours					340.01
Average hourly rate					\$ 507.20

Appendix “F”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN

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

**AFFIDAVIT OF JOHN PICONE
(sworn September 8, 2021)**

I, JOHN PICONE, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer qualified to practice law in Ontario and a Partner with Cassels Brock & Blackwell LLP ("**Cassels**"), counsel for KSV Restructuring Inc., in its capacity as Receiver (the "**Receiver**") 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, as appointed pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 26, 2021 as amended and restated from time to time. As such, I have

knowledge of the matters to which I depose except where stated to be on information and belief, and where so stated, I verily believe it to be true.

2. During the period principally from June 15, 2020 to July 31, 2021, Cassels incurred fees and disbursements, including HST, in the amount of \$118,130.32. Particulars of the work performed are contained in the invoices (the “**Invoices**”) attached hereto and marked as **Exhibit “A”** to this affidavit.

3. Attached as **Exhibit “B”** is a schedule summarizing each Invoice in Exhibit “A”, the total billable hours charged per Invoice, the total fees charged per Invoice and the average hourly rate charged per Invoice. The average hourly rate charged by Cassels is \$524.32.

4. Attached as **Exhibit “C”** is a schedule summarizing the respective years of call and billing rates of each individual at Cassels who acted for the Receiver, as the case may be.

5. To the best of my knowledge, the rates charged by Cassels throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services, and the rates charged by Cassels for services rendered in similar proceedings.

6. I make this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of counsel of the Receiver, and for no other or improper purpose.

SWORN BEFORE ME over videoconference on this 8th day of September, 2021. The affiant was located in the City of Toronto in the Province of Ontario and the Commissioner was located in the City of Ottawa, in the Province of Ontario. This affidavit was commissioned remotely as a result of COVID-19 and the declaration was administered in accordance with O. Reg 431/20.



Commissioner for Taking Affidavits

Kieran May / LSO#: 79672P



JOHN PICONE

This is Exhibit "A" referred to in the affidavit of John Picone, affirmed before me by videoconference on September 8, 2021 in accordance with O. Reg. 431/20.



.....
A Commissioner for Taking Affidavits

Commissioner: Kieran May
 LSO#: 79672P

EXHIBIT "A"

**True Copies of the Invoices issued to the Receiver
for fees and disbursements incurred by
Cassels Brock & Blackwell LLP**



Attn: Noah Goldstein
KSV Restructuring Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2146659
Date: September 08, 2021
Matter No.: 054670-00001
GST/HST No.: R121379572
Lawyer: Cohen, Carly
Tel.: (416) 869-5368
E-mail: ccohen@cassels.com

Re: Appointment as Receiver in Randhawa Litigation

Fees for professional services rendered up to and including May 31, 2021

Our Fees	38,292.00
Disbursements	2,708.06
Total Fees and Disbursements	41,000.06
HST @ 13.00%	5,198.33
TOTAL DUE (CAD)	46,198.39

We are committed to protecting the environment. Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE:

Email payment details to payments@cassels.com

CAD EFT and Wire Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 47696 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Invoice No: 2146659
Matter No.: 054670-00001

Amount: **CAD 46,198.39**

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter no.

e-Transfer: payments@cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Jun-15-20	C. Cohen	Consider legal issues; call with N. Levine re same; correspondence re same;	0.70
Jun-15-20	N. Levine	Call with applicant and client; consider precedent materials; discuss same with C. Cohen;	1.00
Jun-16-20	V. Ma	Attending to due diligence matters against 1542300 Ontario Inc.;	0.40
Jun-16-20	N. Levine	Call with client re appointment;	0.30
Oct-27-20	V. Ma	Obtain Ontario corporate profile reports and PPSA searches; report to working group;	1.40
Oct-30-20	N. Levine	Call with applicant's counsel; consider security;	0.40
Jan-28-21	N. Levine	Review and comment on draft order; review and comment on report; revise consent to act as receiver; discussions with client re order; prepare for service;	1.90
Jan-29-21	N. Levine	Supervise service and filing of pre-filing report; discuss same with Cassels team;	1.00
May-19-21	B. Goodis	Review of Justice Koehnen's decision; brief call with N. Levine; call with KSV re initial planning;	1.60
May-19-21	N. Levine	Review decision; discuss order with B. Goodis; participate in call with client re next steps;	1.00
May-20-21	B. Goodis	Review of arbitral order from October 2020; call with N. Levine and client;	2.00
May-20-21	N. Levine	Comment on draft order; discussion with counsel to Paul regarding process updates; discussion with client regarding process and next steps; consider background information on company;	3.00
May-21-21	B. Goodis	Review of draft receivership order and provide comments for N. Levine; revisions to draft receivership order; review of prior affidavits; further emails with N. Levine; emails with search clerk team to order 13 PPSA searches for the respondents; review of PPSA search results that came in during evening; emails with KSV re searches;	3.50
May-21-21	E. Derosa	Perform corporate and PPSA searches; received and reviewed corporate profile reports and PPSA; prepare report with respect to same; request additional PPSA's; correspond with B. Goodis re searches;	1.40
May-21-21	N. Levine	Participate in discussion with counsel to Rana regarding process of sale mandate; comment on draft receivership order; discuss same with client; consider searches and corporate matters;	1.50
May-22-21	N. Levine	Correspond with parties regarding revised order;	0.30
May-23-21	N. Levine	Draft email to parties regarding revised order; consider draft report;	1.00
May-24-21	B. Goodis	Prepare notice of motion, amended order, and motion record for use on receivership comeback hearing; emails with N. Levine; review of emails among client and Randhawas' counsel;	1.50

Date	Name	Description	Hours
May-24-21	N. Levine	Call with client re strategy; review background documents; prepare for hearing; review and comment on draft motion record;	3.00
May-25-21	B. Goodis	Call with counsel on file to discuss changes to draft receivership order; revisions to draft receivership order; calls with N. Levine; discussions with client re issuance of order and scheduling further Court time; prepare motion materials;	4.60
May-25-21	N. Levine	Participate in hearing; participate in call with parties regarding form of order; prepare motion materials for come back; revise order; calls with client regarding business operations; consider financing issues;	3.90
May-25-21	E. Derosa	Review PPSA results; prepare report with respect to same; email correspondence with B. Goodis;	0.60
May-25-21	J. Fleisher	Review of PPSA and review of A. Nankin affidavit to advise on asset sales or financing;	1.30
May-26-21	N. Levine	Review order; calls with client regarding process; consider strategy; comment on report; comment on motion materials;	2.30
May-26-21	B. Goodis	Review of issued receivership order; prepare motion materials and make amendments to prior draft materials, and discuss same with N. Levine and with client; coordinate preparation for service of motion; emails with Court office and other counsel re booking Court time and complete and submit request form;	2.90
May-27-21	B. Goodis	Finalize and review KSV's motion materials, including many emails with N. Levine and B. Nasri and emails with client re motion materials and service matters; prepare motion record for service, complete service by email and courier and swear affidavit of service; handle matters related to preparation and service of motion record;	4.30
May-27-21	N. Levine	Confer with receiver; finalize motion materials; discussion with counsel to stakeholders;	1.00
May-28-21	B. Goodis	Review of draft memo for N. Levine and provide brief comments; emails with N. Levine and client re motion and various related matters;	1.60
May-28-21	N. Levine	Consider list of assets for sale; discuss funding requirements with client; comment on memo to shareholders; consider employment issues;	2.40
May-28-21	J. Trinh	Attending to Ministry of Transportation VIN searches;	0.50
May-28-21	S. Di Francesco	Review termination letter from receiver; provided advice to N. Levine re same;	0.70
May-28-21	J. Oliveira	Search of the Teraview system for the areas of Puslinch and Oakville to confirm ownership by 2435963 Ontario Inc. Noor Randhawa Corp. and 2221589 Ontario Inc.; obtain and review PIN re 7456 McLean Road, Puslinch and adjacent property; report findings;	0.90
May-28-21	J. Kotsopoulos	Receiving and reviewing instructions; attending to security	0.60

Date	Name	Description	Hours
		search of 9 VIN registration numbers; receiving and reviewing results; preparing report with respect to same;	
May-30-21	N. Levine	Participate in call regarding funding of receivership sale mandate; discuss motion materials with client; review list of assets for sale;	0.50
May-31-21	J. Kotsopoulos	Review ON uncertified PPSA search result; prepare report with respect to same;	0.10
May-31-21	B. Goodis	Prepare supplemental motion record of KSV, including draft orders, amended notice of motion, and comments on draft supplemental KSV report; discussions with N. Levine re supplemental motion; discussions with B. Nasri re preparing for service and filing of motion; handle various matters to coordinate finalization of motion and service by email; several emails with client;	5.50
May-31-21	J. Fleisher	Call with N. Levine re searches;	0.30
May-31-21	K. Norman	Receiving and reviewing instructions; attending to Ministry of Transportation searches; obtain copies of corporate documents; review search results and preparing report with respect to same; email correspondence with L. El Mugammar, N. Levine and J. Trinh;	0.70
May-31-21	N. Levine	Revise motion materials; comment on draft report to conform to requested order; call to counsel to Rana and Paul to advise of revised order terms and process; discussions with receiver regarding sales process;	3.00
May-31-21	J. Oliveira	Further instruction; obtain and forward PIN re Oakville lands;	0.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Levine, Natalie	Partner	25.80	700.00	18,060.00
Levine, Natalie	Partner	1.70	685.00	1,164.50
Fleisher, Jonathan	Partner	1.60	965.00	1,544.00
Cohen, Carly	Partner	0.70	600.00	420.00
Goodis, Benjamin	Associate	27.50	545.00	14,987.50
Di Francesco, Stefanie	Associate	0.70	545.00	381.50
Kotsopoulos, Jessica	Law Clerk / Paralegal	0.70	250.00	175.00
Trinh, Julia	Law Clerk / Paralegal	0.50	330.00	165.00
Ma, Veronica	Law Clerk / Paralegal	1.80	265.00	477.00
Norman, Krystina	Law Clerk / Paralegal	0.70	290.00	203.00
Oliveira, Jane	Law Clerk / Paralegal	1.10	195.00	214.50
Derosa, Erica	Law Clerk / Paralegal	2.00	250.00	500.00
Total (CAD)		64.80		38,292.00

Our Fees	38,292.00
HST @ 13.00%	4,977.96
TOTAL FEES & TAXES (CAD)	43,269.96

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Electronic Due Diligence	663.53
Parcel Register	29.40
Court - Filing Executions	320.00
Total Non-Taxable Disbursements	1,012.93

Taxable Disbursements

Electronic Due Diligence	899.08
Parcel Register	68.55
Search Summary	595.00
Documents & Plans	5.00
Copies	127.50
Total Taxable Disbursements	1,695.13
HST @ 13.00%	220.37
Total Taxable Disbursements & Taxes	1,915.50

TOTAL DISBURSEMENTS & TAXES (CAD)	2,928.43
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TOTAL FEES	38,292.00
TOTAL DISBURSEMENTS	2,708.06
TOTAL TAXES	5,198.33
TOTAL FEES, DISBURSEMENTS & TAXES (CAD)	46,198.39



Attn: Noah Goldstein
KSV Restructuring Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2146658
Date: September 08, 2021
Matter No.: 054670-00001
GST/HST No.: R121379572
Lawyer: Cohen, Carly
Tel.: (416) 869-5368
E-mail: ccohen@cassels.com

Re: Appointment as Receiver in Randhawa Litigation

Fees for professional services rendered up to and including June 30, 2021

Our Fees	23,388.00
Disbursements	1,596.34
Total Fees and Disbursements	24,984.34
HST @ 13.00%	3,204.41
TOTAL DUE (CAD)	28,188.75

We are committed to protecting the environment. Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE:

Email payment details to payments@cassels.com

CAD EFT and Wire Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 47696 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Invoice No: 2146658
Matter No.: 054670-00001

Amount: **CAD 28,188.75**

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter no.

e-Transfer: payments@cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Jun-01-21	B. Goodis	Coordinate filing of documents with the Court and emails with internal team; review of procedures for filing confidential materials subject to request for a sealing order; emails with parties re service;	1.70
Jun-01-21	N. Levine	Consider draft letter to Ford; email with client regarding leased trucks;	0.20
Jun-02-21	B. Goodis	Finalize service matters; attend to filing issues including sealing confidential appendix;	0.80
Jun-02-21	N. Levine	Call with client regarding reclaiming trucks and receivables;	0.80
Jun-03-21	N. Levine	Prepare for hearing; draft submissions and review service documents;	1.50
Jun-03-21	B. Goodis	Review of documents in advance of internal team discussion; revisions to draft orders to reflect service information; prepare with N. Levine in advance of hearing on June 4;	6.40
Jun-04-21	N. Levine	Prepare for hearing; participate in hearing regarding amended order; follow up with client regarding next steps;	1.00
Jun-04-21	J. Fleisher	Call from N. Levine re PPSA matters and method of service under the PPSA;	0.30
Jun-04-21	B. Goodis	Prepare for and attend Court hearing re Receiver's motion; attend to several post-hearing tasks, including having order issued and entered and distributed to e-service list; discussions with N. Levine re hearing matters;	2.50
Jun-07-21	N. Levine	Draft emails to parties to access documents; call with client re same;	0.40
Jun-07-21	N. Levine	Confer with client regarding funding for sales process and asset analysis; consider records issues for proposed sale;	1.40
Jun-08-21	J. Fleisher	Call re strategy as to value of vehicles and registration matters;	0.40
Jun-08-21	N. Levine	Correspond with counsel to parties regarding funding for business expenses;	0.30
Jun-09-21	N. Levine	Correspond with client and parties regarding funding for business; consider next steps on business issues;	0.30
Jun-13-21	N. Levine	Further discussion with client re sale;	0.20
Jun-13-21	N. Levine	Consider financing issues and sale status; confer with client regarding same;	0.70
Jun-14-21	N. Levine	Discuss sale issues with client; consider financing issues; follow up on asset inventory with client;	0.40
Jun-15-21	N. Levine	Correspond with counsel to Rana re location of assets; correspond with client regarding asset inventory and access;	0.30
Jun-16-21	J. Fleisher	Advice re RSLA matters;	0.30
Jun-16-21	N. Levine	Confer with client regarding location of assets and potential liens; consider list of potential lien issues and follow up searches required; discuss corporate records of assets;	1.00

Date	Name	Description	Hours
		research lien issues;	
Jun-17-21	N. Levine	Calls and emails with receiver regarding preparation of assets for sale; correspondence with bank regarding access to funds under receivership order; follow up with parties regarding information on location of assets;	2.70
Jun-18-21	B. Goodis	Confer with N. Levine re equipment; research re same;	1.00
Jun-18-21	N. Levine	Discuss next steps in asset location with client; follow up with counsel to parties in possession of assets; consider lease issues;	0.70
Jun-20-21	N. Levine	Consider sale issues	0.20
Jun-21-21	N. Levine	Confer with counsel to Rana regarding location of assets; confer with client regarding asset and operations issues; respond to inquiry from potential purchaser;	0.40
Jun-21-21	B. Goodis	Research re Sale issues;	0.30
Jun-22-21	B. Goodis	Calls with J. Joffe re receiver certificates and equipment tracking matters; order VIN searches for various equipment and analyze results upon receipt; prepare draft VIN analysis email and discuss same with N. Levine;	1.40
Jun-22-21	N. Levine	Call with Scotia Bank re accounts; confer with receiver re same;	0.20
Jun-22-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; review search results and preparing report with respect to same; email correspondence and discussions with V. Ma and B. Goodis;	1.50
Jun-23-21	B. Goodis	Work with internal search team and student to obtain required VIN search results and analyze same; discuss with student re draft chart to prepare and review of same once prepared; emails with client and with N. Levine re VIN search matters; call with student re PPSA matters; calls with N. Levine re equipment recovery;	1.30
Jun-23-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtaining copies of corporate documents; review search results and preparing report with respect to same; email correspondence and discussions with V. Ma and B. Goodis ;	0.20
Jun-23-21	L. El Mugammar	Telephone call regarding Trucks with retrieval issues to receive instructions with respect to same; compile Chart of Trucks with retrieval issues; draft revisions to chart;	1.20
Jun-23-21	N. Levine	Confer with client regarding access to company documents for sales process;	0.10
Jun-24-21	B. Goodis	Emails with KSV re equipment tracking matters; call with Bankruptcy Highway re RBC claim; emails with J. Joffe re deliverable to RBC; calls with N. Levine re draft letter to Rana's counsel and perform detailed review of draft letter;	1.50
Jun-24-21	N. Levine	Discuss next steps with B. Goodis; review chart; email client regarding bank issues; consider next steps in bank accounts	0.60

Date	Name	Description	Hours
		and set off issues;	
Jun-24-21	N. Levine	Consider background materials for sale issues;	2.60
Jun-25-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; review search results and preparing report with respect to same; email correspondence and discussions with V. Ma and B. Goodis;	0.60
Jun-25-21	B. Goodis	Emails with J. Joffe re additional equipment searches to run and email with clerk team to obtain searches;	0.20
Jun-28-21	L. El Mugammar	Review Personal Property Security Act registration search results; draft revisions to Chart of Trucks and Trailers with Retrieval Issues;	0.60
Jun-28-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; review search results and preparing report with respect to same; email correspondence and discussions with V. Ma and B. Goodis;	1.20
Jun-28-21	L. Grossman	Attend to PPSA matters;	0.30
Jun-28-21	B. Goodis	Lien search results analysis and emails with colleague L. Grossman re VIN search results; emails with student re lien search results; email with client;	1.00
Jun-29-21	N. Levine	Review additional searches on vehicles offsite;	0.10
Jun-29-21	L. El Mugammar	Review PPSA search summaries to confirm if registrations were discharged;	0.20

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Levine, Natalie	Partner	16.10	700.00	11,270.00
Fleisher, Jonathan	Partner	1.00	965.00	965.00
Goodis, Benjamin	Associate	18.10	545.00	9,864.50
Grossman, Lauren	Associate	0.30	545.00	163.50
McCrimmon, Dominique	Law Clerk / Paralegal	3.50	250.00	875.00
El Mugammar, Lina	Law Student	2.00	125.00	250.00
Total (CAD)		41.00		23,388.00
Our Fees			23,388.00	
HST @ 13.00%			3,040.43	
TOTAL FEES & TAXES (CAD)				26,428.43

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Electronic Due Diligence	335.00
Total Non-Taxable Disbursements	<u>335.00</u>

Taxable Disbursements

Electronic Due Diligence	192.00
Search Summary	70.00
Agency Fees and Disbursements	213.00
Copies	342.50
Binding, Tabs, Disks, etc	38.33
Delivery	405.51
Total Taxable Disbursements	<u>1,261.34</u>
HST @ 13.00%	163.98
Total Taxable Disbursements & Taxes	<u>1,425.32</u>

TOTAL DISBURSEMENTS & TAXES (CAD) 1,760.32

TOTAL FEES 23,388.00

TOTAL DISBURSEMENTS 1,596.34

TOTAL TAXES 3,204.41

TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 28,188.75



Attn: Noah Goldstein
KSV Restructuring Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Invoice No: 2146552
Date: September 02, 2021
Matter No.: 054670-00001
GST/HST No.: R121379572
Lawyer: Cohen, Carly
Tel.: (416) 869-5368
E-mail: ccohen@cassels.com

Re: Appointment as Receiver in Randhawa Litigation

Fees for professional services rendered up to and including July 31, 2021

Our Fees	32,959.00
Disbursements	5,988.31
Total Fees and Disbursements	38,947.31
HST @ 13.00%	4,795.87
TOTAL DUE (CAD)	43,743.18

We are committed to protecting the environment. Please provide your email address to payments@cassels.com to receive invoice and reminder statements electronically.

Payment due upon receipt. Please return remittance advice(s) with cheque.

REMITTANCE ADVICE:

Email payment details to payments@cassels.com

CAD EFT and Wire Payments:

Bank of Nova Scotia
44 King St. West,
Toronto, ON, M5H 1H1

Bank I.D.: 002
Transit No.: 47696
Account No.: 47696 0073911
Swift Code: NOSCCATT
ABA No.: 026002532

Cheque Payments:

Cassels Brock & Blackwell LLP
Finance & Accounting (Receipts)
Scotia Plaza, Suite 2100, 40 King Street West
Toronto, Ontario, M5H 3C2 Canada

Invoice No: 2146552
Matter No.: 054670-00001

Amount: **CAD 43,743.18**

Online Bill Payments:

Vendor name is **Cassels Brock Blackwell LLP** and you are required to enter the first six digits of the matter no.

e-Transfer: payments@cassels.com

FEE DETAIL			
Date	Name	Description	Hours
Jul-06-21	N. Levine	Consider timing for report to court on sale issues;	0.20
Jul-07-21	N. Levine	Consider claims process and sales process issues; discuss same with client;	0.70
Jul-08-21	N. Levine	Review claims and sales process materials;	1.00
Jul-12-21	N. Levine	Revise draft report to court re sale process;	2.40
Jul-12-21	K. May	Draft order re sale process;	1.20
Jul-13-21	N. Levine	Revise report; discuss report with client; emails with shareholders regarding sales process steps and parties; supervise order and notice of motion drafts; confer with client re security;	2.70
Jul-13-21	K. May	Attend to scheduling and setting up July 21 hearing; draft sale process approval order and notice of motion;	2.20
Jul-14-21	N. Levine	Revise motion materials and order; revise report; discuss next steps with client; consider search issues;	2.40
Jul-14-21	J. Kotsopoulos	Receive and review instructions; attend to security search of 1542300 ONTARIO INC.;	0.20
Jul-14-21	K. May	Revise draft order and notice of motion; correspond with N. Levine re same; review PPSA searches;	1.40
Jul-15-21	J. Kotsopoulos	Receive and review ON PPSA search result of 1542300 ONTARIO INC.; prepare updated report with respect to same; attend to security search of 11 entities; receive and review results; prepare report with respect to same;	0.50
Jul-15-21	L. Grossman	Review Scotia loan agreements and searches; correspondence with N. Levine re same;	1.10
Jul-15-21	N. Levine	Consider listing agreement; revise same; prepare for service; follow up on security review;	2.40
Jul-15-21	K. May	Revise notice of motion and order; review court report; compile motion record; review PPSA searches; update service list; attend to service of motion record;	5.40
Jul-16-21	K. May	Attend to paper service of motion record; swear affidavits of service and file motion record;	2.10
Jul-16-21	J. Kotsopoulos	Prepare search updated summary of 1542300 Ontario Inc. and prepare report with respect to same;	0.40
Jul-16-21	N. Levine	Follow up with client regarding sales process and assets; discuss service issues with K. May;	0.80
Jul-19-21	K. May	Order PPSA search results for VINs to be marketed and calls with N. Levine re same; emails with L. Grossman and searches team re same;	1.40
Jul-19-21	N. Levine	Consider searches and service issues with K. May and L. Grossman;	0.40
Jul-19-21	L. Grossman	Review PPSA searches and call with N. Levine re same;	0.20
Jul-19-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; email correspondence and discussions with agent with respect to searches and search summary; review search results and	1.70

Date	Name	Description	Hours
Jul-20-21	K. May	preparing report with respect to same; email correspondence and discussions with V. Ma and K. May; Calls with N. Levine re same; finalize orders; prepare for hearing;	5.60
Jul-20-21	K. Norman	Receive and review instructions; attend to searches; review search results and preparing report with respect to same; email correspondence and discussions with K. May;	0.80
Jul-20-21	A. Slota	Receive and review instructions; attend to corporate due diligence request; conduct, obtain and review searches, further to same;	0.30
Jul-20-21	N. Levine	Prepare for hearing; work with K. May on searches and service for sale issues;	1.20
Jul-20-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; email correspondence and discussions with agent with respect to searches and search summary; review search results and prepare report with respect to same; email correspondence and discussions with V. Ma and K. May;	3.30
Jul-21-21	K. May	Prepare for hearing; attend hearing; attend to issuance and distribution of orders; review initial PPSA search results;	2.60
Jul-21-21	N. Levine	Prepare for hearing; confer with client re searches and history; follow up on security; participate in hearing;	1.70
Jul-21-21	D. McCrimmon	Receive and review instructions; attend to corporate searches; obtain copies of corporate documents; email correspondence and discussions with agent with respect to searches and search summary; review search results and prepare report with respect to same; email correspondence and discussions with V. Ma and K. May;	1.80
Jul-22-21	N. Levine	Prepare materials for next hearing;	0.30
Jul-23-21	K. May	Review and summarize security search results for VINs;	1.80
Jul-26-21	N. Levine	Correspond with client re sale process;	0.10
Jul-26-21	K. May	Review PPSA searches for ASR VINs and prepare summary;	1.30
Jul-27-21	K. May	Review PPSA searches for ASR VINs and prepare summary; emails with L. Grossman re same; attend to posting of required documents on receiver's website; calls and emails with N. Levine re same;	5.10
Jul-28-21	L. Grossman	Review PPSA searches and summary; provide instructions to K. May;	0.70
Jul-28-21	K. May	Review PPSA search results for ASR VINs; emails with L. Grossman re same;	6.90
Jul-28-21	N. Levine	Confer with client re sale process updates and consider administration thereof; analysis of other receivership duties;	0.60
Jul-29-21	K. Norman	Receive and review instructions; obtain copies of VIN documents; review search results and prepare report with respect to same; email correspondence with K. May; update tracking sheet;	1.10

Date	Name	Description	Hours
Jul-29-21	K. May	Revise summary of liens on assets for sale; review related documents;	4.10
Jul-30-21	K. May	Review PPSA searches of ASR VINs; emails with L. Grossman and N. Levine re same;	2.20
Jul-30-21	K. May	Research re receiver's powers;	2.00
Jul-30-21	L. Grossman	Review PPSA chart and correspondence with K. May re same;	0.40

FEE SUMMARY

Name	Title	Hours	Rate	Amount
Levine, Natalie	Partner	16.90	700.00	11,830.00
May, Kieran	Associate	45.30	380.00	17,214.00
Grossman, Lauren	Associate	2.40	545.00	1,308.00
McCrimmon, Dominique	Law Clerk / Paralegal	6.80	250.00	1,700.00
Norman, Krystina	Law Clerk / Paralegal	1.90	290.00	551.00
Kotsopoulos, Jessica	Law Clerk / Paralegal	1.10	250.00	275.00
Slota, Alex	Law Clerk / Paralegal	0.30	270.00	81.00
Total (CAD)		74.70		32,959.00

Our Fees	32,959.00
HST @ 13.00%	4,284.67

TOTAL FEES & TAXES (CAD) 37,243.67

DISBURSEMENT SUMMARY

Non-Taxable Disbursements

Electronic Due Diligence	1,736.00
Court - Sundry	320.00
Total Non-Taxable Disbursements	2,056.00

Taxable Disbursements

Electronic Due Diligence	2,604.00
Delivery	585.01
Copies	663.75
Binding, Tabs, Disks, etc	44.55
Search Summary	35.00
Total Taxable Disbursements	3,932.31
HST @ 13.00%	511.20

Total Taxable Disbursements & Taxes 4,443.51

TOTAL DISBURSEMENTS & TAXES (CAD) 6,499.51

TOTAL FEES 32,959.00

TOTAL DISBURSEMENTS 5,988.31

TOTAL TAXES 4,795.87

TOTAL FEES, DISBURSEMENTS & TAXES (CAD) 43,743.18

This is Exhibit "B" referred to in the affidavit of John Picone, affirmed before me by videoconference on September 8, 2021 in accordance with O. Reg. 431/20.



.....
A Commissioner for Taking Affidavits

Commissioner: Kieran May
 LSO#: 79672P

EXHIBIT "B"
Calculation of Average Hourly Billing Rates of
Cassels Brock & Blackwell LLP
for the period principally from June 15 2020 to July 31, 2021

Invoice No./ Period	Fees (\$)	Disbursements (\$)	HST (\$)	Total Fees, Disbursements and HST (\$)	Hours Billed	Average Billed Rate (\$)
2139578 Jun 15-20 to May 31-21	38,292.00	2,708.06	5,198.33	46,198.39	64.80	590.92
2146658 Jun 1-21 to Jun 30-21	23,388.00	1,596.34	3,204.41	28,188.75	41.00	570.44
2146552 Jul 1-21 to Jul 31-21	32,959.00	5,988.31	4,795.87	43,743.18	74.70	441.22
Total	94,639.00	10,292.71	13,198.61	118,130.32	180.50	524.32

This is Exhibit "C" referred to in the affidavit of John Picone, affirmed before me by videoconference on September 8, 2021 in accordance with O. Reg. 431/20.



.....
A Commissioner for Taking Affidavits

Commissioner: Kieran May
 LSO#: 79672P

EXHIBIT "C"

Billing Rates of Cassels Brock & Blackwell LLP

For the period principally from June 15, 2020 to July 31, 2021

Year of Call	Lawyer	Rate (\$)	Fees Billed (\$)	Hours Worked
1989	Jonathan Fleisher	965.00	2,509.00	2.60
2013	Natalie Levine (2020 rate)	685.00	1,164.50	1.70
2013	Natalie Levine (2021 rate)	700.00	41,160.00	58.80
2013	Carly Cohen	600.00	381.50	0.70
2016	Benjamin Goodis	545.00	24,852.00	45.60
2014	Stephanie Di Francesco	545.00	381.50	0.70
2016	Lauren Grossman	545.00	1,471.50	2.7
2020	Kieran May	380.00	17,214.00	45.30

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

**AFFIDAVIT OF JOHN PICONE
SWORN September 8, 2021**

CASSELS BROCK & BLACKWELL LLP

Suite 2100, Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Natalie E. Levine LSO #: 64908K

Tel: 416.860.6568
Fax: 416.640.3207
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John Picone LSO# 58406N

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Fax: 416.350.6924
Email: jpicone@cassels.com

Kieran May LSO# 79672P

Tel: 416.869.5321
Fax: 416.350.6958
Email: kmay@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as
Receiver

SWINDERPAL SINGH RANDHAWA

and

RANA PARTAP SINGH RANDHAWA et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO

**FOURTH REPORT OF KSV RESTRUCTURING INC.
AS RECEIVER**

Cassels Brock & Blackwell LLP

2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Natalie E. Levine LSO #: 64908K

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Kieran May LSO #: 79672P

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Fax: 416.350.6958
kmay@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as
Receiver

TAB 3

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

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

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

~~THE HONOURABLE _____) ~~WEEKDAY, THE #~~~~
~~JUSTICE _____)~~
 ~~) ~~DAY OF MONTH, 20YR~~~~

BETWEEN:

PLAINTIFF

Plaintiff

SWINDERPAL SINGH RANDHAWA Applicant

- and -

DEFENDANT

Defendant

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 ~~AND VESTING ORDER~~

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ KSV Restructuring Inc. ("KSV"), in its capacity as ~~the Court-appointed~~ receiver ~~(and manager (in such capacities, the "Receiver"))~~ without security, of all the ~~undertaking, assets, undertakings and~~ property ~~and assets of~~ ~~[DEBTOR]~~ (collectively, the "Debtor") ~~for an order~~ "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 ~~sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in~~ 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 ~~Purchaser the Debtor's~~ right, title and interest of RGC in and to the assets described in ~~the Sale Agreement~~ Schedule "A" to this Order (the ~~"Purchased Assets"~~ "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 ~~330 University Avenue~~, Toronto, Ontario: due to the COVID-19 crisis:

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~ 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 ~~affidavit of [NAME]~~ affidavits of service of Kieran May sworn ~~[DATE]~~, 2021 filed¹:

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 ~~Transaction is hereby approved,~~² ~~and the execution of the Sale Agreement by the Receiver~~³ ~~is hereby authorized and~~ Auction Agreement and the transactions contemplated thereby are hereby approved, with such minor amendments as the Receiver and the Auctioneer may deem necessary. ~~The and agree to in writing. Subject to the provisions of the Order, the~~ Receiver is ~~hereby authorized~~ authorised and directed to take such additional steps and execute such additional documents as may be necessary or desirable ~~for the completion of the Transaction and for the conveyance of the~~

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~Purchased Assets to the Purchaser~~ 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. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that effective upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), ~~all of the Debtor's right, title and interest in and to the Purchased~~ bill of sale by the Auctioneer to a purchaser (each a "Purchaser"), any sale of the Assets described in the Sale Agreement [and listed on Schedule B hereto]⁴ shall vest absolutely in the Purchaser, 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"⁵) including, without limiting the generality of the foregoing: ~~(i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) all~~ (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 (iii)~~ those Claims listed on Schedule C hereto (all of which ii) are collectively referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and,~~ "Encumbrances"), and for greater certainty, this Court orders that all of the Claims and Encumbrances affecting or relating to the ~~Purchased~~ Assets ~~are hereby~~ set out in such bill of sale shall be deemed expunged and discharged as

⁴ To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

against ~~the Purchased~~such Assets.³ ~~THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto. and that all of RGC's right, title and interest in and to the Assets shall vest absolutely in the applicable Purchaser.~~

6. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased~~ Assets (the "Net Proceeds") shall stand in the place and stead of the ~~Purchased~~ Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the ~~net proceeds~~Net Proceeds from the sale of the ~~Purchased~~ Assets with the same priority as they had with respect to the ~~Purchased~~ Assets immediately prior to the sale⁸, as if the ~~Purchased~~ Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser~~

⁶ Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷ The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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 ~~the Debtor~~RGC and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~RGC;

the transaction as contemplated by the Auction Agreement and the vesting of the ~~Purchased~~ Assets in the ~~Purchaser~~Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~RGC and shall not be void or voidable by creditors of ~~the Debtor~~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 ● plus interest at a rate of ● per day from the date of this Order.]

SEALING

11. ~~8.~~ **THIS COURT ORDERS AND DECLARES** that ~~the Transaction is exempt from the application of the *Bulk Sales Act (Ontario)*~~ 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. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~ the United States or any other jurisdiction to give effect to this Order and to assist the Purchasers, the Receiver and ~~its~~ 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 ~~its~~ 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.

SWINDERPAL SINGH RANDHAWA

and RANA PARTAP SINGH RANDHAWA et al

Applicant

Respondents

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

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

PLAINTIFF

Plaintiff

—and—

DEFENDANT

Defendant

RECEIVER'S CERTIFICATE

RECITALS

A. — Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

B. — Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions

~~to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.~~

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

~~THE RECEIVER CERTIFIES the following:~~

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

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

Per: _____

Name:

Title:

~~Schedule B—Purchased Assets~~

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

**Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver

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
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MOTION RECORD

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