

**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

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

September 13, 2021

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041

Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**

Tel: 416.869.5321

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

Lawyers for KSV Restructuring Inc. in its capacity  
as Receiver

TO: THE SERVICE LIST

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC.,  
AND ASR TRANSCRPORTATION INC.

Respondents

**SERVICE LIST  
(as of September 10, 2021)**

TO:	<p><b>STIKEMAN ELLIOTT LLP</b> Barristers &amp; Solicitors 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Fax: 416.947.0866</p> <p><b>Aaron Kreaden LSO# 60157U</b> Tel: 416.869.5565 Email: <a href="mailto:akreaden@stikeman.com">akreaden@stikeman.com</a></p> <p><b>Sam Dukesz LSO# 74987T</b> Tel: 416.869.5612 Email: <a href="mailto:sdukesz@stikeman.com">sdukesz@stikeman.com</a></p> <p><i>Lawyers for the Applicant</i></p>
AND TO:	<p><b>LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP</b> Barristers Suite 2600 130 Adelaide Street West Toronto, ON M5H 3P5 Fax: 416.865.2866</p> <p><b>Shara N. Roy LSO# 49950H</b> Tel: 416.865.2942 Email: <a href="mailto:sroy@litigate.com">sroy@litigate.com</a></p> <p><b>Lauren Mills Taylor LSO# 76013F</b> Tel: 416.238.1975 Email: <a href="mailto:lmillstaylor@litigate.com">lmillstaylor@litigate.com</a></p>

	<p><i>Lawyers for the Respondent, Rana Partap Singh Randhawa</i></p>
AND TO:	<p><b>BRIDGE LAW PROFESSIONAL CORPORATION</b> 13-7015 Tranmere Dr Mississauga, ON L5S 1T7</p> <p><b>Christina Bowman LSO# 50694U</b> Tel: 905.673.7222 Email: <a href="mailto:cbowman@bridgelawyers.ca">cbowman@bridgelawyers.ca</a></p> <p><b>Jitesh Bhalla LSO# 66193J</b> Email: <a href="mailto:jbhalla@bridgelawyers.ca">jbhalla@bridgelawyers.ca</a></p> <p><i>Lawyers for Motion Transport Ltd.</i></p>
AND TO:	<p><b>KSV RESTRUCTURING INC.</b> 150 King Street West Suite 2308 Toronto, ON M5H 1J9</p> <p><b>Noah Goldstein</b> Tel: 416.932.6207 Email: <a href="mailto:ngoldstein@ksvadvisory.com">ngoldstein@ksvadvisory.com</a></p> <p><b>Jonathan Joffe</b> Tel: 416.932.6253 Email: <a href="mailto:jjoffe@ksvadvisory.com">jjoffe@ksvadvisory.com</a></p> <p><i>Receiver</i></p>
AND TO:	<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> Scotia Plaza, Suite 2100 40 King St W Toronto, ON M5H 3C2</p> <p><b>Natalie Levine LSO# 64908K</b> Tel: 416.860.6568 Fax: 416.640.3207 Email: <a href="mailto:nlevine@cassels.com">nlevine@cassels.com</a></p> <p><b>John Picone LSO# 58406N</b> Tel: 416.640.6041 Fax: 416.350.6924 Email: <a href="mailto:jpicone@cassels.com">jpicone@cassels.com</a></p> <p><b>Kieran May LSO# 79672P</b> Tel: 416.869.5321 Fax: 416.350.6958 Email: <a href="mailto:kmay@cassels.com">kmay@cassels.com</a></p>

	<i>Lawyers for KSV Restructuring Inc. in its capacity as Receiver</i>
AND TO:	<p><b>THE BANK OF NOVA SCOTIA</b>  1 St. Clair Avenue East  Toronto, ON M4T 1Z3</p> <p><b>Waxberg, Lee</b>  Email: <a href="mailto:Lee.Waxberg@scotiabank.com">Lee.Waxberg@scotiabank.com</a></p> <p><b>Jeff Johnston</b>  Email: <a href="mailto:jeff.johnston@scotiabank.com">jeff.johnston@scotiabank.com</a></p> <p><b>Ferdous Ahmed</b>  Email: <a href="mailto:ferdous.ahmed@scotiabank.com">ferdous.ahmed@scotiabank.com</a></p>
AND TO:	<p><b>ROYAL BANK OF CANADA</b>  10 York Mills Rd  Toronto, ON M2P 0A2</p>
AND TO:	<p><b>VFS CANADA INC.</b>  238 Wellington St. E.  3<sup>rd</sup> Floor  Aurora, ON L4G 1J5</p> <p><b>Jason Cowley</b>  Email: <a href="mailto:jason.cowley@vfsco.com">jason.cowley@vfsco.com</a></p>
AND TO:	<p><b>THE BANK OF NOVA SCOTIA</b>  4715 Tahoe Boulevard  Mississauga, ON L4W 0B4</p>
AND TO:	<p><b>2412115 ONTARIO INC O/A DIESEL SOLUTIONS</b>  98 Rutherford Rd S  Unit #2D  Brampton, ON L6W 3J5</p> <p>Email: <a href="mailto:dieselsolution@outlook.com">dieselsolution@outlook.com</a></p>
AND TO:	<p><b>NEW MILLENIUM TIRE CENTRE</b>  25 Clark Blvd  Brampton ON, L6W 1X4</p>
AND TO:	<p><b>9578595 CANADA INC. DBA TRANSPORT SPECIALISTS</b>  102A-2680 Matheson Blvd E,  Mississauga ON L4W 0A5</p>

AND TO:	<p><b>TRAVELERS LEASING LTD</b>  2425 MATHESON BLVD E,  MISSISSAUGA, ON, L4W 5K4</p> <p>With a copy to:</p> <p><b>COAST CAPITAL SAVINGS FEDERAL CREDIT UNION</b>  <a href="mailto:cservice@coastcapitalsavings.com">cservice@coastcapitalsavings.com</a></p>
AND TO:	<p><b>PENSKE</b>  <b>Raymond Martin</b>  <a href="mailto:raymond.martin@penske.com">raymond.martin@penske.com</a></p>
AND TO:	<p><b>WELLS FARGO EQUIPMENT FINANCE COMPANY</b>  1100-1290 CENTRAL PKWY W,  MISSISSAUGA, ON, L5C 4R3</p>
AND TO:	<p><b>SHOBRAJ TRANSPORT INC</b>  5712 OLD SCHOOL RD,  CALEDON, ON, L7C 0W6</p>
AND TO:	<p><b>2760111 ONTARIO LTD.</b>  4800 Dundas St. W,  Toronto, Ontario M9A 1B1</p>
AND TO:	<p><b>ANCHOR PROPERTY MANAGEMENT</b>  285 Woolwich Street South  Breslau, ON N0B 1M0</p> <p>Tel : 519.648.2158  Fax : 579.648.2496</p> <p><b>Doris Hubner</b>  Email: <a href="mailto:doris@krewcorp.ca">doris@krewcorp.ca</a></p> <p><b>Bill Southern</b>  Email: <a href="mailto:bill@krewcorp.ca">bill@krewcorp.ca</a></p>
AND TO:	<p><b>CANADA REVENUE AGENCY</b>  c/o Department of Justice Ontario Regional Office  120 Adelaide Street West, Suite 400  Toronto, ON M5H 1T1</p> <p><b>Diane Winters</b>  Tel: 647-256-7459  Fax: 416-973-0810  Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p> <p>Lawyers for the Canada Revenue Agency</p>

AND TO:	<p><b>MINISTRY OF FINANCE (ONTARIO)</b> Legal Services Branch 777 Bay Street, 11th Fl. Toronto, ON M5G 2C8</p> <p><b>Insolvency Unit</b> Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p> <p><b>Steven Groeneveld</b> Email: <a href="mailto:steven.groeneveld@ontario.ca">steven.groeneveld@ontario.ca</a></p> <p><b>Leslie Crawford</b> Email: <a href="mailto:leslie.crawford@ontario.ca">leslie.crawford@ontario.ca</a></p>
AND TO:	<p><b>SUNCOR ENERGY INC.</b> P.O. Box 2844, 150 - 6 Avenue S.W. Calgary, Alberta Canada T2P 3E3</p> <p><b>Elizabeth Woo</b> Tel : (403) 296.8355 Email: <a href="mailto:ewoo@suncor.com">ewoo@suncor.com</a></p>
AND TO:	<p><b>CANADA REVENUE AGENCY</b> 1 Front Street West Toronto, ON M5J 2X6</p> <p><b>Pat Confalone</b> Tel: 416.954.6514 Fax: 416.964.6411 Email : <a href="mailto:pat.confalone@justice.gc.ca">pat.confalone@justice.gc.ca</a> <a href="mailto:Pat.confalone@cra-arc.gc.ca">Pat.confalone@cra-arc.gc.ca</a></p>

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# TAB 1



**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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B E T W E E N:

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Applicant

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RANA PARTAP SINGH RANDHAWA, PROEX LOGISTICS INC.,  
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SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC.,  
AND ASR TRANSPORTATION INC.

Respondents

**AMENDED 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) an Order substantially in the form attached hereto as Schedule "E" (the "**Transactions Restrictions Order**"), *inter alia*:
- (i) restraining Rana Partap Singh Randhawa ("**Rana**") from entering into any agreement to encumber, dispose of, transfer, or acquiesce to the encumbrance or transfer of any assets in which he has a legal or beneficial

interest (i) in a single transaction with a value of over \$10,000 or (ii) in multiple transactions within a 30-day period with a value of over \$30,000, unless he has provided 15 days' notice to the Receiver in writing and the Receiver has not objected to such transaction;

(ii) restraining Rana from entering into transactions or other arrangements by which Rana directly or indirectly transfers outside of Ontario any money or other assets in which he has a legal or beneficial interest unless he has provided 15 days notice to the Receiver in writing and the Receiver has not objected to such transaction;

(iii) requiring Rana or Sukhdeep Randhawa to make disclosure of the use of the proceeds of the mortgage on the family home entered into following the commencement of the Receivership; and

(iv) the costs of the Supplement to the Fourth Report of the Receiver dated September 13, 2021.

(e) 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**") 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*

- (f) 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;
- (g) The Receiver facilitated due diligence efforts, including site visits to view the assets;
- (h) The Receiver requested that participants in the process confirm that they were unaffiliated with Rana, Paul and their families;
- (i) The deadline for prospective purchasers to submit offers was August 11, 2021;

- (j) By the August 11, 2021 deadline, the Receiver had received over 30 offers to purchase the assets or facilitate a liquidation sale;
- (k) 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 Agreement<sup>1</sup>*

- (l) 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;
- (m) The ASA provides for a net minimum guarantee and additional upside if the Auctioneer is able to achieve greater returns at the Auction;
- (n) 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;
- (o) The ASA provides that the Transactions will be completed on an “as is, where is” basis and the ASA contains limited representations and warranties;

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

- (p) 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;
- (q) The Receiver is also requesting authority to pay or settle certain claims to facilitate the ASA, in its discretion;

*Sealing*

- (r) 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;
- (s) The offer summary contains information regarding the alternative offers for the Assets received during the Sale Process;
- (t) 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;
- (u) 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*<sup>2</sup>

- (v) 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;
- (w) 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;
- (x) 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;
- (y) Given the existing disputes between the shareholders, it is unlikely that a solvent liquidation could be completed by shareholder resolution;
- (z) The Receiver is seeking approval of a claims process similar to those used in other solvent receiverships in order to facilitate distributions to creditors;
- (aa) 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;
- (bb) 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;

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



- (cc) 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;
- (dd) 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;
- (ee) The Receiver anticipates seeking a distribution order at a future date, which may address, among other things, interest and payment procedures;

*Fee Approval*

- (ff) 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;

*Restraining Transactions by Rana*

- (gg) The Receiver understands that Rana recently entered into transactions with respect to substantial properties, including but not limited to (i) the sale of a cottage property in Ontario transferred to his children on June 4, 2021 (the date of the Amended Receivership Order); (ii) the sale of a property in Florida to a family friend on June 4, 2021 for less than half of the amount of the prior list price; and (iii) the guarantee of a mortgage on his family home in the amount of \$2.4 million;
- (hh) On August 16, 2021, counsel to Paul wrote to counsel to Rana, advising that Rana's residence in Georgetown, Ontario (the "Georgetown Property") was listed

for sale, and requested that Rana provide 30 days' notice of any sale of the residence and an undertaking not to remove any proceeds from the jurisdiction;

- (ii) In further correspondence, upon being advised by Rana's counsel that Rana's wife was the owner of the Georgetown Property and that the family had no plans to list the home, counsel to Paul produced Facebook and Instagram advertisements for the Georgetown Property;
- (jj) At his examination on August 19, 2021, Rana advised that his wife had listed the Georgetown Residence but had decided to remove the listing;
- (kk) The Receiver had negotiated a consent order with Rana to resolve this matter, but Rana has not provided the Receiver with disclosure regarding the use of the proceeds of the mortgage on the Georgetown Property;
- (ll) The Receiver's investigation is ongoing and may result in recommendations regarding actions to be commenced to recover assets for the benefit of RGC. As such, it is appropriate to limit significant transfers of assets at this time;
- (mm) Those grounds set out in the Fourth Report, the Supplement to the Fourth Report, and the appendices thereto, filed;
- (nn) The provisions of the *Courts of Justice Act* (Ontario), *Bankruptcy and Insolvency Act* (Canada) and the inherent and equitable jurisdiction of this Court;
- (oo) 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:

- (pp) The Fourth Report, and the appendices thereto;

(qq) The Supplement to the Fourth Report; and

(rr) such other material as counsel may advise and this Honourable Court may permit.

September 8 13, 2021

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**  
Tel: 416.640.6041  
Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**  
Tel: 416.869.5321  
Email: [kmay@cassels.com](mailto:kmay@cassels.com)

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.

)  
)  
)

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

**Schedule "A"**

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**

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041

Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**

Tel: 416.869.5321

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

Lawyers for KSV Restructuring Inc. in its capacity as Receiver

**SCHEDULE "C"**

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

THE HONOURABLE MR. ) THURSDAY, THE 16<sup>th</sup>  
)  
JUSTICE KOEHNEN ) DAY OF SEPTEMBER, 2021

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

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

Respondents

**CLAIMS PROCEDURE ORDER**

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

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

ON READING the Fourth Report of the Receiver dated September ●, 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](mailto:jjoffe@ksvadvisory.com)

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

**PROTECTIONS FOR THE RECEIVER**

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

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

**MISCELLANEOUS**

27. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada) and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States of America, and of any

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

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

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**SCHEDULE "A"  
INSTRUCTION LETTER**

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

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

**Claims Procedure**

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

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

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

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

**KSV RESTRUCTURING INC.**

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

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

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

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



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

**IF A PROOF OF CLAIM IN RESPECT 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):  
\_\_\_\_\_  
\_\_\_\_\_

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

**KSV RESTRUCTURING INC.**

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

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

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

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

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

Witness

Print name of Claimant:

---

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

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

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



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

**KSV RESTRUCTURING INC.**

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

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

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

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

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

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

**SCHEDULE "D"  
PROOF OF CLAIM**

(See attached for instructions)

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

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

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

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

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

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

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

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

Please provide hardcopies of materials to the address above.

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

2. I am the Claimant;

OR

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

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

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

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

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

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

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

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

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

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

Witness



Print name of Claimant:

---

*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](mailto:jjoffe@ksvadvisory.com)

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

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

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

SWINDERPAL SINGH RANDHAWA  
Applicant

-and- RANA PARTAP SINGH RANDHAWA et al.  
Respondents

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

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

---

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**  
Tel: 416.640.6041  
Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**  
Tel: 416.869.5321  
Email: [kmay@cassels.com](mailto: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 TRANSCRPORTATION 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 ●, 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 an 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.

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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

**Natalie E. Levine LSO #: 64908K**

Tel: 416.860.6568

Email: [nlevine@cassels.com](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041

Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**

Tel: 416.869.5321

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

Lawyers for KSV Restructuring Inc. in its capacity as Receiver



**SCHEDULE "E"**

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

THE HONOURABLE MISTER ) THURSDAY, THE 16<sup>th</sup>  
)  
JUSTICE KOEHNEN ) DAY OF SEPTEMBER, 2021

**SWINDERPAL SINGH RANDHAWA**

Applicant

- and -

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

Respondents

**ORDER  
(Restrictions on Transactions)**

**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 Amended Notice of Motion of the Receiver dated September 13, 2021, the Supplement to the Fourth Report of the Receiver dated September 13, 2021, and upon hearing the submissions of counsel for the Receiver and counsel for the other parties appearing on the Participant Information Form; and no one else appearing although duly served as appears from the affidavit of service of Kieran May sworn September 13, 2021, filed;

### **RESTRICTION ON TRANSACTIONS**

1. THIS COURT ORDERS that, until the Receiver is discharged or further order of this Court, Rana Partap Singh Randhawa ("**Rana**") shall not, directly or indirectly, enter into any agreement to encumber, dispose of, transfer, or acquiesce to the encumbrance or transfer of any assets in which he has a legal or beneficial interest (i) in a single transaction with a value of over \$10,000 or (ii) in multiple transactions within a 30-day period with a value over \$30,000, unless he has provided 15 days' notice to the Receiver in writing and the Receiver has not objected to such transaction. For the avoidance of doubt, the property at 11132 5th Line, Georgetown, Ontario (the "**Georgetown Property**") shall be subject to the restrictions set forth in this Order.

2. THIS COURT ORDERS that until the Receiver is discharged or further order of this Court, Rana shall not enter into transactions or other arrangements by which Rana, directly or indirectly, transfers outside of Ontario any money or other assets in which he has a legal or beneficial interest regardless of the amount, unless he has provided 15 days notice to the Receiver in writing and the Receiver has not objected to such transaction.

3. THIS COURT ORDERS that payments on account of legal fees payable to Lenczner Slaght LLP (including any disbursements) and professional fees, any amounts otherwise ordered payable by this Court and the existing mortgage on the Georgetown Property shall not be subject to this Order.

4. THIS COURT ORDERS that if the Receiver objects to a transaction, the Receiver shall seek advice and direction from the Court at the earliest available date before Mr.

Justice Koehnen and the Receiver shall make best efforts to have that date scheduled within the 15-day notice period. Rana will not engage in the transaction until the matter is heard and decided by Mr. Justice Koehnen.

5. THIS COURT ORDERS that within 3 business days of this Order, Rana and/or Sukhdeep Randhawa shall make disclosure to the Receiver of any transactions from the proceeds of the encumbrance on the Georgetown Property prior to the date of this Order.

#### **GENERAL**

6. 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.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the 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.

8. 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.

9. THIS COURT ORDERS that Rana may seek to vary or discharge this order on 15 days' notice to the 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 Toronto

**ORDER  
(Restraining Transactions)**

**CASSELS BROCK & BLACKWELL LLP**  
Scotia Plaza, Suite 2100  
40 King Street West Toronto, Ontario M5H 3C2

**Natalie E. Levine LSO #: 64908K**  
Tel: 416.860.6568  
Fax: 416.640.3207  
Email: nlevine@cassels.com

**John Picone LSO# 58406N**  
Tel: 416.640.6041  
Fax: 416.350.6924  
Email: jpicone@cassels.com

**Kieran May LSO# 79672P**  
Tel: 416.869.5321  
Email: kmay@cassels.com

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

**AMENDED NOTICE OF MOTION**

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041  
Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**

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

Lawyers for KSV Restructuring Inc. in its capacity as Receiver

# TAB 2



**Supplement to the 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 13, 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

SUPPLEMENT TO THE FOURTH REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER

SEPTEMBER 13, 2021

## 1.0 Introduction

1. This report (“Supplemental Report”) supplements the Receiver’s Fourth Report to Court dated September 8, 2021 (“Fourth Report”).
2. Unless otherwise stated, capitalized terms used in this Supplemental Report have the meanings provided to them in the Fourth Report.
3. This Supplemental Report is subject to the restrictions in the Fourth Report.

### 1.1 Purpose

1. The purposes of this Supplemental Report are to:
  - a) provide information regarding certain transactions completed and/or contemplated by Rana or his wife, Sukhdeep Randhawa (“Sukhdeep”); and

- b) recommend the Court issue an order, among other things:
  - i. restraining Rana from entering into any agreement to encumber, dispose of, transfer, or acquiesce to the encumbrance or transfer of any assets in which he has a legal or beneficial interest: (i) in a single transaction with a value of over \$10,000; or (ii) in multiple transactions within a 30-day period with a value of over \$30,000, unless he has provided 15 days' notice to the Receiver in writing and the Receiver has not objected to such transaction;
  - ii. restraining Rana from entering into transactions or other arrangements by which Rana directly or indirectly transfers outside of Ontario any money or other assets in which he has a legal or beneficial interest unless he has provided 15 days' notice to the Receiver in writing and the Receiver has not objected to such transaction; and
  - iii. requiring Rana and/or Sukhdeep to provide the Receiver with details regarding the use of proceeds of a \$2.4 million mortgage (the "Georgetown Mortgage") registered on July 5, 2021 against their matrimonial home located at 11132 Fifth Line, Georgetown, Ontario (the "Georgetown Property").

## 2.0 Background

1. Since 2018, Paul and Rana have been involved in a dispute concerning, *inter alia*, the ownership, operation and sale of RGC. The Receiver is currently conducting its investigation into certain allegations against Rana, which may result in actions against Rana.
2. Pursuant to an order of the Court made on May 26, 2021, KSV was appointed as Receiver. The Receivership Order was amended and restated on June 4, 2021.
3. Shortly after the Court issued the Receivership Order, the Receiver understands that Rana engaged in the following transactions:
  - a) Rana sold a cottage property located 428 Robins Point Road, Tay, Ontario to his children Subeet Randhawa and Nimrat Randhawa. A copy of the parcel register for the cottage property is attached as Appendix "A". The transfer was recorded on June 4, 2021;
  - b) on June 4, 2021, Rana sold a residence in Florida (the "Florida Property") to Sandeep Randhawa and Ashleen Randhawa for \$150,000. Attached as Appendix "B" is a copy of the warranty deed reflecting the sale (which is dated June 4, 2021 but signed as of June 1, 2021). Attached as Appendix "C" is a copy of the Charlotte County Property Appraiser - Real Property Record Card which shows the transaction was registered on June 4, 2021 for \$150,000. During Rana's examination, he advised the Receiver that Sandeep Randhawa is a family friend. The Receiver understands that the Florida Property was initially listed for sale for \$480,000 in 2020. Attached as Appendix "D" is a copy of the listing reflecting the offering price from 2020; and
  - c) Rana guaranteed the Georgetown Mortgage obtained by his wife, Sukhdeep, on the family home.

4. On Monday, August 16, 2021, Stikeman Elliott LLP (“Stikemans”), counsel to Paul, wrote to Lenczner Slaght LLP (“Lenczner”), counsel to Rana, advising that Rana had disposed of the properties above and an additional Florida property, and that during June 2021, Rana’s residence, the Georgetown Property, was listed for sale. In the letter, Paul advised that he was concerned that Rana was attempting to divert his assets, and potentially assets of RGC, with the intent to defeat, hinder, delay or defraud Paul or RGC from any personal exposure that Rana may have in connection with the matters currently under investigation. Paul further requested that Rana provide 30 days’ notice of any sale of the residence and an undertaking not to transfer any proceeds from the jurisdiction. A copy of this letter is attached as Appendix “E”.
5. On August 17, 2021, Lenczner responded that the allegations were serious and that it was unaware of any information that suggested RGC property improperly flowed to the Georgetown Property. A copy of this letter is attached as Appendix “F”.
6. That same day, counsel to Paul responded asking for confirmation that Rana would refuse to give an undertaking not to sell the Georgetown Property. A copy of this email is attached as Appendix “G”.
7. On August 18, 2021, counsel to Paul and counsel to Rana had a further email exchange in which counsel to Rana advised that the Georgetown Property was owned by Rana’s wife and that the family had no plans to list the home. Counsel to Paul responded by providing a PDF showing Facebook and Instagram advertisements for the Georgetown Property. A copy of the email exchange is attached as Appendix “H”.
8. At his examination, Rana advised that his wife had listed the Georgetown Property but had decided not to sell the home and to remove the listing.
9. On August 24, 2021, following Rana’s examination, the Receiver identified an additional advertisement for the Georgetown Property. On August 25, the real estate agent confirmed by phone to a legal assistant at Cassels Brock & Blackwell LLP, counsel to the Receiver, that the home was available for sale. A copy of the affidavit of Behnoosh Nasri is attached as Appendix “I”.
10. Following a further exchange of emails with Rana’s counsel, the real estate agent confirmed in writing that the Georgetown Property was no longer for sale. A copy of the August 25, 2021 email from the real estate agent to counsel to the Receiver and counsel to Rana is attached as Appendix “J”. The following day, the agent confirmed by telephone to the Receiver’s counsel that she was no longer authorised to sell the home, but that she had left the listing active on her website to attract business.
11. In an effort to resolve this matter without the Court’s assistance, the Receiver and Lenczner negotiated a consent order that if issued by the Court would provide the relief sought in Section 1.1.1 (b) (i) and (ii) of the Supplement Report. As a condition to the consent order, the Receiver required that Rana disclose the uses of the proceeds from the Georgetown Mortgage, which he has guaranteed. A copy of the Charge is attached as Appendix “K”. The Receiver’s counsel repeatedly requested this information as a condition to the agreement on the consent order. On September 12, 2021, Lenczner advised that Rana “advises that as a result of martial strife, he is unable to obtain the information sought with respect to mortgage proceeds”. A copy of the email chain is attached as Appendix “L”.

12. The Receiver is concerned that Rana is unaware of the use of the proceeds of a \$2.4 million loan which he has personally guaranteed and that he is attempting to make himself "judgment proof". As the Receiver's investigation is ongoing and may result in a recommendation for the commencement of actions against Rana, the Receiver believes that it is appropriate to limit Rana's ability to transfer his property, and that the order sought is therefore necessary to maintain the status quo. The Receiver requires information regarding how the Georgetown Mortgage proceeds were spent as it is concerned that Rana has taken or may take steps to conceal his assets.
13. The Receiver intends to provide its report on the investigation shortly, which may further inform the parties' next steps on these matters.

### **3.0 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)(b) 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”**

LAND  
REGISTRY  
OFFICE #51

58490-0150 (LT)

PAGE 1 OF 2  
PREPARED FOR Maelynn1  
ON 2021/09/10 AT 12:54:00

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: LT 7 PL 1056 VICTORIA HARBOUR S/T RO1098981, RO278706, RO1428355, RO1456815, RO899547, RO837325, RO604294, RO87244, RO220192, RO1269182, RO1460457, RO1276896; TAY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2002/01/21

OWNERS' NAMES

RANDHAWA, SUBEET  
RANDHAWA, NIMRAT

CAPACITY SHARE

TCOM  
TCOM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/01/18 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2002/01/21 **</p>						
RO459437	1973/12/05	TRANSFER		*** COMPLETELY DELETED ***	ALFANO, CARMINE VANIN, ETTORE CENDRON, GINO CONTE, MAURO	
SC123369	2003/06/17	LR'S ORDER		LAND REGISTRAR		C
REMARKS: AMEND RO837327 IN THUMBNAIL TO RO837325						
SC264317	2004/09/20	TRANS PARTNERSHIP		*** COMPLETELY DELETED *** CONTE, MAURO VANIN, ETTORE	CONTE, MAURO VANIN, ETTORE CENDRON, MIRELLA ALFANO, BERTINA	
SC682278	2008/09/16	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF TAY		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND  
REGISTRY  
OFFICE #51

58490-0150 (LT)

PREPARED FOR Maelynn1  
ON 2021/09/10 AT 12:54:00

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC726926	2009/04/06	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
SC759094	2009/08/14	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: - TAX LIEN				
SC806393	2010/03/12	TRANSFER		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF TAY	RANDHAWA, RANAPARTAP RANDHAWA, AMARPREET	
		REMARKS: - TAX DEED				
SC991632	2012/06/27	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: SC726926.				
SC992312	2012/06/28	DISCHARGE INTEREST		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		
		REMARKS: SC759094.				
SC1226583	2015/07/14	TRANSFER		*** COMPLETELY DELETED *** RANDHAWA, AMARPREET RANDHAWA, RANAPARTAP	RANDHAWA, RANAPARTAP	
SC1439962	2017/08/11	DIR TITLES ORDER		*** COMPLETELY DELETED *** DIRECTOR OF TITLES		
SC1789594	2021/06/04	TRANSFER		RANDHAWA, RANAPARTAP	RANDHAWA, SUBEET RANDHAWA, NIMRAT	C



## **Appendix “B”**

Prepared by and return to:

Cindy Petzel  
Lyons Title & Trust  
2559 North Toledo Blade Boulevard  
Suite 3  
North Port, FL 34289  
(941) 876-3155  
File No 21-2175-2

Parcel Identification No 402322357005

[Space Above This Line For Recording Date]

## WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 4th day of June, 2021 between Rana Partap Singh Randhawa, a married man, whose post office address is 11132 Fifth Line, Georgetown, Ontario L7G 4S6, Canada, Grantor, to Sandeep Randhawa, a single woman and Ashleen Randhawa, a single woman, as joint tenants with right of survivorship, whose post office address is 5315 Bottoms Road, Cumming, GA 30041, Grantees:

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Charlotte, Florida, to-wit:

Lot (s) 10 and 11, Block 94, Harbour Heights Section Four (Revised) Part 4, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 79A and 79B, of the Public Records of Charlotte County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantor's residence and homestead address is: 11132 Fifth Line, Georgetown, Ontario L7G 4S6, Canada.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

**TO HAVE AND TO HOLD** the same in fee simple forever.

And Grantor hereby covenants with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

WITNESS

PRINT NAME: FAISAL NASIM

1 June 2021

[Signature]

Rana Partap Singh Randhawa

[Signature]

WITNESS

PRINT NAME: SUKHDEEP KAUR

2 June 2021

COUNTRY OF CANADA

PROVINCE OF ONTARIO

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 1<sup>st</sup> day of June, 2021, by Rana Partap Singh Randhawa.

[Signature]

Signature of Notary Public

Print, Type/Stamp Name of Notary

My Commission Expires: N/A

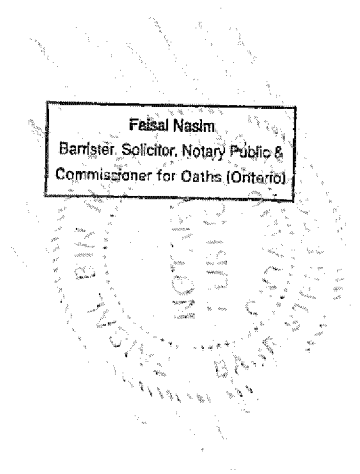
Personally Known: — OR Produced Identification: DRIVERS LICENCE

Type of Identification

Produced: DRIVERS LICENCE

(seal)

Faisal Nasim  
Barrister, Solicitor, Notary Public &  
Commissioner for Oaths (Ontario)



## **Appendix “C”**



# CHARLOTTE COUNTY PROPERTY APPRAISER PAUL L. POLK, CFA, AAS, RES

TAX ASSESSOR 1921-1976  
PROPERTY APPRAISER 1976-PRESENT

## Real Property Information for 402322357005 for the 2021 Tax Roll

The Charlotte County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

### Owner:

RANDHAWA SANDEEP & ASHLEEN  
5315 BOTTOMS RD  
CUMMING , GA 30041

Ownership current through: 7/26/2021

### Property Location:

Property Address: 3436 SANTA CLARA DR

Property City & Zip: PUNTA GORDA 33983

Business Name:

### General Parcel Information

**Taxing District:**

104

**Current Use:**

SINGLE FAMILY

**Future Land Use (Comp. Plan):**

Low Density Residential

**Zoning Code:**

RSF3.5

**Market Area / Neighborhood / Subneighborhood:**

01/11/00

**Map Number:**

5A22S

**Section/Township/Range:**

22-40-23

**SOH Base Year:**

**Waterfront:**

YES

### Sales Information

Date	Book/Page	Instrument Number	Selling Price	Sales code	Qualification/Disqualification Code
6/1/1980	<a href="#">649/1849</a>	<a href="#">198064901849</a>	\$9,000	VACANT	
1/1/1988	<a href="#">957/1797</a>	<a href="#">198895701797</a>	\$13,500	VACANT	
4/1/1999	<a href="#">1698/1653</a>	<a href="#">641721</a>	\$31,500	VACANT	
12/28/2015	<a href="#">4041/1174</a>	<a href="#">2405775</a>	\$65,000	VACANT	<u>01</u>
6/4/2021	<a href="#">4780/1798</a>	<a href="#">2955322</a>	\$150,000	IMPROVED	<u>36</u>

Click on the book/page or the instrument number to view transaction document images on the Clerk of the Circuit Court's web site.

Click on Qualification/Disqualification Code for a description of the code. Codes are not available prior to 2003.

### FEMA Flood Zone (Effective 5/5/2003)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)	Letter of Map Revision (LOMR)
0232F	OUT	IN	9AE	12015C	COBRA OUT	120061	9	

\*If parcel has more than 1 flood zone, refer to the flood maps available on the GIS web site by clicking on View Map below.

[Flood term definitions.](#)

For more information, please contact Building Construction Services at 941-743-1201.

### 2020 Value Summary

Approach	Land	Land Improvements	Building	Damage	Total
Cost Approach	\$51,000	\$39,358	\$224,262	\$0	\$314,620
Income Approach					N/A
Market Approach					N/A
Classified Value					N/A

### 2020 Certified Tax Roll Values, as of January 1, 2020

Approach	County	City	School	Other
<b>Certified Just Value</b> ( <u>Just Value reflects 193.011 adjustment.</u> ):	\$264,075	\$264,075	\$264,075	\$264,075
<b>Certified Assessed Value:</b>	\$264,075	\$264,075	\$264,075	\$264,075
<b>Certified Taxable Value:</b>	\$264,075	\$264,075	\$264,075	\$264,075

### Land Information

Line	Description	Land Use	Zoning	Unit Type	Units	Depth	Table/ Factor	Acreage
1	HBH 004 0094 0010	0100	<u>RSF3.5</u>	LOT	2	0		0

Land Value may be adjusted due to scrub jay habitat. You can access [the Board of County Commissioner's website](#) to determine if this parcel is within scrub jay habitat. For more information on scrub jay habitat within Charlotte County, see the [County's Natural Resources web site.](#)

### Land Improvement Information

Code	Description	Size	Year Built	Year Condition
0222	Stemwall - 3' - 5 Course (l.f.)	70	2017	2017
0360	Paving - Coated Concrete (sq. Ft.)	348	2017	2017
0460	Screen Cage, 8' - Aluminum Frame - 3 Walls (sq. Ft.)	608	2017	2017
0510	Pool - Gunite (sq. Ft.)	260	2017	2017
0620	Lawn Sprinkler, Avg. (fv)	1	2017	2017
3993	Driveway, Large (fv)	1	2017	2017

View Building Sketch

### Building Information

Building Number	Description	Quality	Building Use	Year Built	Year Cond	Floors	Rooms	Bedrooms	Plumbing Fixtures	Area	A/C Area	Total Area
1	SINGLE FAMILY RES	3	0100	2017	2017	1	5	3	10	1631	1631	2372

### Building Component Information

Bld #	Code	Description	Category	Area	Percent	Year Built	Year Cond	Type
1	701	Attached Garage (SF)	Garage/Carport	506	100	2017	2017	Appendage Component
1	736	Garage Finish, Attached (SF)	Garage/Carport	506	100	2017	2017	Appendage Component
1	905	Raised Slab Porch (SF) with Roof	Porch/Deck	143	100	2017	2017	Appendage Component
1	905	Raised Slab Porch (SF) with Roof	Porch/Deck	92	100	2017	2017	Appendage Component
1	169	Masonry, Stucco on Block	Exterior Walls	0	100	2017	2017	Construction Component
1	208	Composition Shingle	Roofing	0	100	2017	2017	Construction Component
1	351	Warmed & Cooled Air	Heating/Cooling	0	100	2017	2017	Construction Component
1	402	Automatic Floor Cover Allowance	Floor Cover	0	100	2017	2017	Construction Component
1	601	Plumbing Fixtures (#)	Miscellaneous	1	100	2017	2017	Construction Component
1	602	Plumbing Rough-ins (#)	Miscellaneous	1	100	2017	2017	Construction Component
1	621	Slab on Grade (% or SF)	Miscellaneous	1	100	2017	2017	Construction Component

1	40049	High Impact Glass (%)	Segregated Costs	0	100	2017	2017	Construction Component
1	40109	Fill	Segregated Costs	2	100	2017	2017	Construction Component
1	44549	Single Family Res Water & Waste Water Service	Segregated Costs	1	100	2017	2017	Construction Component

**Legal Description:**

<p><b>Short Legal:</b>                  HBH                  004                  0094                  0010</p>	<p><b>Long Legal:</b>                  HRBR HTS SEC 4 REV PT 4 BLK 94 LTS 10 &amp; 11 AGR/475/831 DC577/2058 577/2061                  649/1849 718/1129 957/1797 1698/1653 FJ3429/516 4041/1174 RESTCOV4116/63                  4780/1798</p>
--	--

Data Last Updated: 8/16/2021- Printed On: 8/16/2021.

Copyright 2020 Charlotte County Property Appraiser. All rights reserved.



## **Appendix “D”**

 **Anytime Realty**  
April 22, 2020 · 🌐

🏡🔑 **JUST LISTED** 🏡🔑

3436 Santa Clara Dr, Punta Gorda, FL 33983

Step into Luxury Waterfront Living with this stunning 3/2/2 POOL home in Punta Gorda, FL! Newly built in 2017, this home provides the very best of newer construction finishings, clean design, and an open living plan all within a well developed neighborhood. Take note as you walk onto the raised front porch and through the double door entry: This home is spacious and bright! The kitchen features granite counter tops, stainless steel appliances and beautiful dark cabinets that help define the kitchen within the open floor plan. An over-sized kitchen island offers plenty of space for cooking and entertaining. The pristine pool is accessible from the entire living area thanks to the 90 degree sliding doors which open to a covered lanai and screened-in pool deck. Views of the canal and of the Peace River are available while enjoying your outdoor space! With 3 bedrooms, 2 bathrooms and over 1,600 square feet of living space, there is plenty of room for your family and friends to spread out and enjoy this spectacular home. This home also features tile floors throughout the living areas and bathrooms, lush carpet in the bedrooms, tray ceilings, a neutral and modern color palate, and luxurious tile and hardware in each of the bathrooms. Don't miss your opportunity to live the Florida Lifestyle in this stunning waterfront home: Call for your tour today! You may virtually tour this home via our 3D Tour.  
<https://listings.realbird.com/F4A9D8D9/564957.aspx>

Anytime Realty  
941-564-6358



LISTINGS.REALBIRD.COM

**3436 Santa Clara Dr, Punta Gorda, FL 33983**

Step into Luxury Waterfront Living with this stunning 3/2/2 POOL home in...

👍 1

1 Share

 Share

# 3436 Santa Clara Dr

Punta Gorda, FL 33983

Presented by  
Anytime Realty  
[Contact](#)



**\$480,000**

### Single Family Home

3 Bedrooms  
2 Full Bathrooms  
Interior: 1,631 sqft  
Lot: 10,000 sqft  
Year Built: 2017  
MLS #: C7428047

[Request More Information](#)

[Schedule Showing](#)

[Email to Friends and Family](#)

[Print Flyer](#)

#### Overview

- Photo Gallery
- Map & Street View
- Description
- Local Schools
- Like us on Facebook!
- Request Info
- Nearby Homes
- 3D Tour

## Luxury Waterfront Living!

Step into Luxury Waterfront Living with this stunning 3/2/2 POOL home in Punta Gorda, FL! Newly built in 2017, this home provides the very best of newer construction finishings, clean design, and an open living plan all within a well developed neighborhood. Take note as you walk onto the raised front porch and through the double door entry: This home is spacious and bright! The kitchen features granite counter tops, stainless steel appliances and beautiful dark cabinets that help define the kitchen within the open floor plan. Over-sized kitchen island offers plenty of space for cooking & more

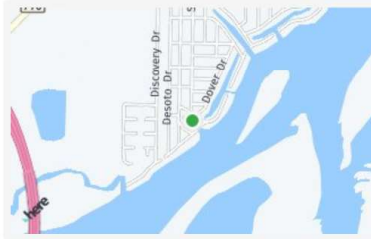


#### Property Updates

[Open House Dates](#)

[See all 53 large pictures in the photos gallery](#)

## Location



**3436 Santa Clara Dr**  
Punta Gorda, FL 33983

- [Detailed Maps](#)
- [Driving Directions](#)
- [Local Schools](#)

[Request More Information](#)

[Email To Family And Friends](#)

Your name

Your email

## **Appendix “E”**

Aaron Kreaden  
Direct: 416-869-5565  
akreaden@stikeman.com

August 16, 2021

**By E-mail**

Shara N. Roy  
Lenczner Slaght Royce Smith Griffin LLP  
130 Adelaide St W, Suite 2600  
Toronto, ON M5H 3P5  
[sroy@litigate.com](mailto:sroy@litigate.com)

Dear Ms. Roy:

**Re: Randhawa v. Randhawa et al.**

It has recently come to our attention that Rana may be taking steps to liquidate certain assets legally or beneficially owned by him in Canada and Florida. In particular, we understand that:

- on or around June 7, 2021, Rana sold a home located at 3436 Santa Clara Drive, Punta Gorda, Florida to two daughters of Jaskaranpreet Randhawa, who we understand to be a friend of Rana;
- on or around January 25, 2021, Rana sold a cottage lot located at 428 Robins Point Road, Tay, Ontario; and
- on or around April 6, 2020, Rana sold a home located at 3818 Caesar Road, North Port, Florida (the "**Sales**").

It would appear that some or all of the Sales may have occurred at substantially less than market value.

We have also learned that, in or around June 2021, Rana listed for sale his property located at 11132 5th Line, Georgetown, Ontario (the "**Georgetown Property**"). More recently, on July 7, 2021, Rana mortgaged the property for a stated amount of \$2,400,000.

Given the numerous red flags identified by Justice Koehnen and the Arbitrator regarding Rana's diversion of business and assets from RGC, Paul is concerned that Rana may be engaging in the Sales and in the sale of the Georgetown Property in an effort to divert his assets, and potentially assets of RGC that can be traced to those properties, with the intent to defeat, hinder, delay or defraud Paul or RGC more generally from any personal exposure that he has in connection with the matters currently under investigation. We trust Rana has been made aware of the consequences that would flow from such conduct.

At this point, it is Paul's preference to maintain the status quo in the proceedings pending the results of the Receiver's investigation. However, in light of the concerns identified above, he will not sit idly by while Rana takes steps that could impact any rights of recovery that flow from that investigation. Accordingly, we hereby demand that you immediately confirm in writing that:

- Rana has not entered into any agreement for the sale of the Georgetown Property;

- Rana will provide a minimum of thirty (30) days' notice to Paul, through counsel, prior to the closing of any sale of the Georgetown Property; and
- Rana will not take any steps to further impair or transfer any of his other assets or put any of his assets (including the proceeds of the Sales or any mortgage or sale of the Georgetown Property) out of reach, including by transferring them outside of their current jurisdiction, until the findings of the investigation (if any) can be addressed.

If we do not receive your confirmation with respect to the above by 12:00PM on August 17, 2021, we will escalate this matter as appropriate.

Yours truly,



Aaron Kreaden

AK/hls

cc. Chris Kinnear-Hunter, *Lenczner Slaght Royce Smith Griffin LLP*  
Sam Dukesz, *Stikeman Elliott LLP*  
Natalie Levine, *Cassels Brock & Blackwell LLP*  
Noah Goldstein, *KSV*

## **Appendix “F”**

August 17, 2021

Shara N. Roy  
Direct line: 416-865-2942  
Direct fax: 416-865-3973  
Email: [sroy@litigate.com](mailto:sroy@litigate.com)

Aaron Kreaden  
Stikeman Elliott LLP  
5300 Commerce Court West  
199 Bay Street  
Toronto, Ontario M5L 1B9

Dear Mr. Kreaden:

**RE: Randhawa v. Randhawa et al.**

I have your letter of yesterday's date, received at 5:40 pm, demanding a response by today at 12:00 pm.

In your letter, you make serious allegations of diversions of assets by Rana and that assets of RGC can or may be able to be traced into certain real property with the intent to defeat, hinder, delay or defraud Paul or RGC. I note that the various transactions which you cite have occurred over a period of more than a year (from April 2020 – early July 2021).

I am not aware of any information that would suggest that assets of RGC improperly flowed into any of the real property you mention in your letter, including the Georgetown Property. Nor do you cite any. The timing of the purchase of the properties also belies this suggestion.

I have spoken with receiver's counsel this morning who have advised me that they are currently unable to take any position on your allegations as they have not had any opportunity to review them. I trust that, having put the receivership in place, you and your client will allow the receiver to do its work.

Yours truly,



Shara N. Roy

SNR/kc



## **Appendix “G”**

---

**From:** Aaron Kreaden <AKreaden@stikeman.com>  
**Sent:** Tuesday, August 17, 2021 11:27 AM  
**To:** Shara N. Roy; Noah Goldstein; Katelyn Coleman  
**Cc:** Julia Flood; Chris Kinnear Hunter; Levine, Natalie; Picone, John M.  
**Subject:** RE: Randhawa v. Randhawa et al.

Thank you for your urgent attention to this matter. As you state in your letter, it is our preference to “allow the receiver to do its work.” We are looking for your client to do the same, which would include not taking any steps that would potentially put his assets out of reach while his conduct is being investigated. What assurances is your client prepared to provide that he will not sell his Georgetown property and transfer the proceeds out of the jurisdiction while the investigation is pending? Based on your letter, the answer appears to be none. Can you please confirm?

Sincerely,

Aaron Kreaden

Direct: +1 416 869 5565

Email: [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

---

**From:** Shara N. Roy  
**Sent:** Tuesday, August 17, 2021 12:23 PM  
**To:** Noah Goldstein ; Katelyn Coleman ; Aaron Kreaden  
**Cc:** Julia Flood ; Chris Kinnear Hunter ; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)  
**Subject:** RE: Randhawa v. Randhawa et al.  
Apologies.

---

**From:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Sent:** August 17, 2021 12:21 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>; [akreaden@stikeman.com](mailto:akreaden@stikeman.com)  
**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)  
**Subject:** RE: Randhawa v. Randhawa et al.

**EXTERNAL MESSAGE**

Nothing attached.

---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>  
**Sent:** August 17, 2021 12:19 PM  
**To:** Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>; [akreaden@stikeman.com](mailto:akreaden@stikeman.com)  
**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com); Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: Randhawa v. Randhawa et al.  
Cc-ing the Receiver.

---

**From:** Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>  
**Sent:** August 17, 2021 11:31 AM  
**To:** [akreaden@stikeman.com](mailto:akreaden@stikeman.com)  
**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>  
**Subject:** Randhawa v. Randhawa et al.

Good morning Mr. Kreaden,

Kindly find the attached correspondence with respect to the above-noted matter.

Warm regards,



Katelyn Coleman

Legal Assistant to Shara Roy, Chris Yung and Mark Andrews-Lee

T 416-865-9500 Ext. 574  
F 416-865-9010  
kcoleman@litigate.com

130 Adelaide St W  
Suite 2600  
Toronto, ON  
Canada M5H 3P5  
[www.litigate.com](http://www.litigate.com)

This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

---



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**Stikeman Elliott LLP** Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

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## **Appendix “H”**

---

**From:** Aaron Kreaden <AKreaden@stikeman.com>  
**Sent:** Wednesday, August 18, 2021 9:42 AM  
**To:** Shara N. Roy; Noah Goldstein; Katelyn Coleman  
**Cc:** Julia Flood; Chris Kinnear Hunter; Levine, Natalie; Picone, John M.; Sam Dukesz  
**Subject:** RE: Randhawa v. Randhawa et al.  
**Attachments:** Georgetown Listing.pdf

Thank you Shara. I do have the property search. I assume you have the complete file and are therefore aware that Rana has already admitted that he used RGC funds as part of the extensive renovations that have been ongoing on this property. While that was the subject of the Unequal Benefit arbitration, the extent to which funds that were improperly obtained through Motion or otherwise were used in this regard has not been addressed.

Also, how do we reconcile your understanding about Rana's intentions not to sell or further encumber the property with the attached listing?

Sincerely,

Aaron Kreaden

Direct: +1 416 869 5565

Email: [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

---

**From:** Shara N. Roy  
**Sent:** Wednesday, August 18, 2021 11:00 AM  
**To:** Aaron Kreaden ; Noah Goldstein ; Katelyn Coleman  
**Cc:** Julia Flood ; Chris Kinnear Hunter ; nlevine@cassels.com; jpicone@cassels.com; Sam Dukesz  
**Subject:** RE: Randhawa v. Randhawa et al.

Hi Aaron,

The Georgetown property was purchased in 2015 and is not owned by Rana but rather by his wife. I assume that you have the property search?

I understand that this property is where the family lives and that there is no current intention to sell or further encumber the property. Should the receiver require something further, I am happy to discuss.

Best,

Shara

---

**From:** Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>  
**Sent:** August 18, 2021 10:19 AM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>  
**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com); Sam Dukesz <[SDukesz@stikeman.com](mailto:SDukesz@stikeman.com)>  
**Subject:** RE: Randhawa v. Randhawa et al.

#### EXTERNAL MESSAGE

Shara,

The nature and extent of your client's wrongdoing is currently being investigated by the Receiver. Part of that conduct involves your client deliberately concealing his actions from my client and improperly diverting company property outside of RGC. At this point, we do not know the full extent of your client's wrongdoing. However, to the extent that any funds he obtained from the fraudulent scheme / breach of fiduciary duty to RGC went into his house, those funds would be subject to a constructive trust for the benefit of RGC.

Even if the funds did not directly go into the property, if your client engaged in the conduct at issue, it would be a direct breach of his duties to both RGC and to Paul for which he will ultimately have to account, including for any and all damages caused by his conduct. To the extent that your client is liquidating assets in an attempt to put them out of reach for any causes of action relating to the matters under investigation, it would constitute a fraudulent conveyance

(among other things). If that is not your client's intention, it should be straightforward (and consistent with Justice Koehnen's admonition to your client that he would be well served to change course and start behaving like a cub scout) to provide reasonable assurances relating to the sale of the Georgetown property and the use of any resulting proceeds. Is he prepared to do so?

Aaron Kreaden

Direct: +1 416 869 5565

Email: [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** Wednesday, August 18, 2021 9:52 AM

**To:** Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Subject:** RE: Randhawa v. Randhawa et al.

Aaron,

Can you please help me with the basis on which you allege that company assets improperly went into the property?

Thanks,

Shara

---

**From:** Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>

**Sent:** August 17, 2021 1:27 PM

**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Subject:** RE: Randhawa v. Randhawa et al.

**EXTERNAL MESSAGE**

Thank you for your urgent attention to this matter. As you state in your letter, it is our preference to "allow the receiver to do its work." We are looking for your client to do the same, which would include not taking any steps that would potentially put his assets out of reach while his conduct is being investigated. What assurances is your client prepared to provide that he will not sell his Georgetown property and transfer the proceeds out of the jurisdiction while the investigation is pending? Based on your letter, the answer appears to be none. Can you please confirm?

Sincerely,

Aaron Kreaden

Direct: +1 416 869 5565

Email: [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

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**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** Tuesday, August 17, 2021 12:23 PM

**To:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>; Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Subject:** RE: Randhawa v. Randhawa et al.

Apologies.

---

**From:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Sent:** August 17, 2021 12:21 PM

**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>; [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Subject:** RE: Randhawa v. Randhawa et al.

**EXTERNAL MESSAGE**

Nothing attached.

---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** August 17, 2021 12:19 PM

**To:** Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>; [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; [nlevine@cassels.com](mailto:nlevine@cassels.com); [jpicone@cassels.com](mailto:jpicone@cassels.com); Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** RE: Randhawa v. Randhawa et al.

Cc-ing the Receiver.

---

**From:** Katelyn Coleman <[kcoleman@litigate.com](mailto:kcoleman@litigate.com)>

**Sent:** August 17, 2021 11:31 AM

**To:** [akreaden@stikeman.com](mailto:akreaden@stikeman.com)

**Cc:** Julia Flood <[jflood@litigate.com](mailto:jflood@litigate.com)>; Chris Kinnear Hunter <[CHunter@litigate.com](mailto:CHunter@litigate.com)>; Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Subject:** Randhawa v. Randhawa et al.

Good morning Mr. Kreaden,

Kindly find the attached correspondence with respect to the above-noted matter.

Warm regards,



Katelyn Coleman

Legal Assistant to Shara Roy, Chris Yung and Mark Andrews-Lee

T 416-865-9500 Ext. 574

F 416-865-9010

[kcoleman@litigate.com](mailto:kcoleman@litigate.com)

130 Adelaide St W

Suite 2600

Toronto, ON

Canada M5H 3P5

[www.litigate.com](http://www.litigate.com)

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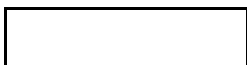


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## **Appendix “I”**

**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

**AFFIDAVIT OF BEHNOOSH NASRI  
(SWORN AUGUST 25, 2021)**

I, BEHNOOSH NASRI, of the City of Toronto, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a legal assistant at Cassels Brock & Blackwell LLP, counsel to KSV Restructuring Inc. in its capacity as receiver and manager of the respondent corporate entities (the "**Receiver**") and, as such, have knowledge of the following matters.
2. On August 25, 2021, I contacted the realtor listed on a Facebook post, Zuzana Misik, by phone at 416-500-6117, for the availability of the property at 11132 Fifth Line, Georgetown, Halton Hills (the "**Property**"). The Facebook post is hereto attached as **Exhibit "A"**.
3. I was informed by Ms. Misik that the Property was still available and the asking price was \$5,800,000.00. She also advised that the basement and the landscaping is unfinished and the Property was 10,000 square feet including the basement.


**SWORN BEFORE ME** by video conference by Behnoosh Nasri at the City of Toronto in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on July 16, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

}



---

Commissioner for Taking Affidavits  
*(or as may be)*



---

**BEHNOOSH NASRI**

Commissioner Name: William Onyeaju

Law Society of Ontario Number: 81919E

This is Exhibit "A" referred to in the Affidavit of Behnoosh Nasri sworn August 25, 2021.



---

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: William Onyeaju

Law Society of Ontario Number: 81919E

[Back](#)

## Zuzana's Post



**Zuzana Misik** is in **Georgetown, Ontario**.

Aug 10

EXCLUSIVE (Not On MLS)

One Of A Kind Opportunity To Own A Brand New Masterpiece, Thoughtfully Designed, Meticulously Built & Tastefully Secluded On Spectacular 10 ACRE Private Setting

11132 Fifth Line, Georgetown, Halton Hills

- 6 Bedrooms
- 7 Bathrooms
- 7,028 sf + 3,288 sf Unfinished Walk-Out Lower Level
- Four Walk-Out Balconies
- Built With FENG SHUI In Mind
- Three Car Garage with Room For Two Lifts
- Total Parking For Seventeen Cars

A TRUE Sanctuary Where Peace, Privacy, Stunning Views, Surrounding Nature and Glorious Year-Round Sunsets Meet!

Pls. Contact Us For Further Information & To Book Your Private Tour:

[Zuzana@ZuzanaMisik.com](mailto:Zuzana@ZuzanaMisik.com)

[www.ZuzanaMisik.com](http://www.ZuzanaMisik.com)

416-500-6117

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**#luxurylistings #haltonhills #realestate #torontorealestate #torontorealtor #luxuryrealtor #homesforsale #horses #newhomes #torontoluxuryhomes #zuzanamisikgroup #milliondollarlisting #interiordesign #customhomes #exclusivelisting #notonmls #countryestate**

34

13 Comments 8 Shares

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Comment

Share

**8 Shares**

Write a comment...



**Muhammad I. Malim**

Asking price please? 1

2 wks **Like** **Reply** **More**



Author

**Zuzana Misik**

**Muhammad I. Malim** \$5,888,000

2 wks **Like** **Reply** **More**



Write a reply...

Reply

**View more comments...**

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1

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Write a comment...



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Write a comment...





1 Comment

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**Rafal Urbanczyk**

WOW. Spectacular staircase and the rest...

1 hr Like Reply More



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

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

PROCEEDING COMMENCED AT  
TORONTO

**AFFIDAVIT OF BEHNOOSH NASRI  
(SWORN AUGUST 25, 2021)**

**Cassels Brock & Blackwell LLP**

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

**Natalie E. Levine LSO #: 64908K**

Tel: 416.860.6568  
Fax: 416.640.3207  
Email: [nlevine@cassels.com](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041  
Fax: 416.350.6924  
Email: [bgoodis@cassels.com](mailto:bgoodis@cassels.com)

**Kieran May LSO# 79672P**

Tel: 416.869.5321  
Fax: 416.350.6958  
Email: [kmay@cassels.com](mailto:kmay@cassels.com)

Lawyers for KSV Restructuring Inc. in its capacity as  
Receiver

## **Appendix “J”**

---

**From:** Zuzana Misik <zuzana@zuzanamisik.com>  
**Sent:** Wednesday, August 25, 2021 3:46 PM  
**To:** Levine, Natalie; Sroy@litigate.com  
**Subject:** 11132 Fifth Line, Georgetown

Good afternoon,

I am confirming that the above property is no longer for sale.  
It was exclusive from June 8, 2021 - July 9, 2021.

Call me if you have any questions 416-500-6117

Thank you,  
Zuzana Misik

*Best regards,  
Zuzana Misik*



## **Zuzana Misik**

The Zuzana Misik Group  
Real Estate Sales Representative  
C-RETS. SRES. CNE. SRS. CIS  
Higher Standard Certified  
Principle Club Member '17, '18, '19  
#1 Canadian Realtor on Instagram '18  
Top 5 Toronto and Top 15 ON Realtors on IG '20  
C: 416-500-6117 | O: 416-534-1124 | [www.ZuzanaMisik.com](http://www.ZuzanaMisik.com)

HomeLife/Cimerman Real Estate Ltd., Brokerage | 909 Bloor St. W. Toronto ON M6H 1L2

## **Appendix “K”**

**Properties**

PIN 25017 - 0168 LT Interest/Estate Fee Simple  
 Description PT LT 16, CON 5 ESQ, PT 4, 20R15564; TOWN OF HALTON HILLS  
 Address 11132 FIFTH LINE  
 HALTON HILLS

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name RANDHAWA, SUKHDEEP  
 Address for Service 11132 Fifth Line, Georgetown, Ontario,  
 L7G 4S6

I am at least 18 years of age.

Rana Randhawa is my spouse and has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)***Capacity**Share*

Name EQUITABLE BANK  
 Address for Service 30 St. Clair Avenue West., Suite 700, Toronto, Ontario M4V  
 3A1

**Provisions**

Principal \$2,400,000.00 Currency CDN  
 Calculation Period Semi-Annually, not in advance  
 Balance Due Date 2023/08/01  
 Interest Rate 3.49%  
 Payments \$10,730.09  
 Interest Adjustment Date 2021 08 01  
 Payment Date 1st day of each and every month  
 First Payment Date 2021 09 01  
 Last Payment Date 2023 08 01  
 Standard Charge Terms 201711  
 Insurance Amount Full insurable value  
 Guarantor Rana Randhawa

**Signed By**

Nihit Harish Kumar Shukla 251 Consumers Road acting for Signed 2021 07 02  
 Toronto Chargor(s)  
 M2J 4R3

Tel 416-840-2971

Fax 416-840-2973

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

Shukla Law Professional Corporation 251 Consumers Road 2021 07 05  
 Toronto  
 M2J 4R3

Tel 416-840-2971

Fax 416-840-2973

**Fees/Taxes/Payment**

Statutory Registration Fee \$65.30  
 Total Paid \$65.30

**File Number**

Chargor Client File Number : 21P-35348

***File Number***

Chargee Client File Number : 433869

## **Appendix “L”**

---

**From:** Lauren Mills Taylor <lmillstaylor@litigate.com>  
**Sent:** Sunday, September 12, 2021 5:23 PM  
**To:** Noah Goldstein  
**Cc:** Levine, Natalie; Shara N. Roy; Picone, John M.  
**Subject:** Re: RGC - Proposed Consent Order

Yes, that is our understanding.

Lauren

Sent from my iPhone

On Sep 12, 2021, at 4:53 PM, Noah Goldstein <ngoldstein@ksvadvisory.com> wrote:

**EXTERNAL MESSAGE**

What does this mean? Can you confirm that your understanding is that only his wife knows how the mortgage proceeds were spent.

---

**From:** Lauren Mills Taylor <lmillstaylor@litigate.com>  
**Sent:** September 12, 2021 4:38 PM  
**To:** Levine, Natalie <nlevine@cassels.com>; Shara N. Roy <sroy@litigate.com>  
**Cc:** Picone, John M. <jpicone@cassels.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>  
**Subject:** RE: RGC - Proposed Consent Order

Dear Natalie,

We have spoken to Rana. He advises that as a result of marital strife, he is unable to obtain the information sought with respect to the mortgage proceeds. We expect this will not be an issue as the transaction is specifically excluded by the order agreed to. We can confirm that Rana is a guarantor on the mortgage for the Georgetown property.

If you would like to discuss further, let us know.

Yours truly,  
Lauren

---

**From:** Levine, Natalie <nlevine@cassels.com>  
**Sent:** September 11, 2021 1:45 PM  
**To:** Shara N. Roy <sroy@litigate.com>  
**Cc:** Lauren Mills Taylor <lmillstaylor@litigate.com>; Picone, John M. <jpicone@cassels.com>; Noah Goldstein <ngoldstein@ksvadvisory.com>  
**Subject:** Re: RGC - Proposed Consent Order

**EXTERNAL MESSAGE**



Hi Shara:

Can you please provide an update on this information? Do you expect to have it today?

Thanks  
Natalie

Sent from my iPhone

On Sep 10, 2021, at 4:57 PM, Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)> wrote:

Hi Natalie,

We are content with the form of order and Rana is making inquiries of his wife regarding the use of the mortgage proceeds, which is for the purpose of informing the receiver of same.

Thanks,  
Shara

---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Sent:** September 10, 2021 3:56 PM  
**To:** Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>; Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

**EXTERNAL MESSAGE**

Hi Lauren-

Does that mean you are signed off on the order and Rana is gathering the relevant documents to make the disclosures?

Natalie

<image001.png> | **NATALIE E LEVINE** *(she/her/hers)*  
t: +1 416 860 6568  
e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Sent:** Friday, September 10, 2021 3:27 PM  
**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** RE: RGC - Proposed Consent Order

Hi Natalie,

We have spoken to Rana and he is gathering the relevant details. We will be back to you about this as soon as we can over the weekend. Again, we believe that this can be addressed without filing materials.

Yours truly,

Lauren

---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>

**Sent:** September 10, 2021 3:15 PM

**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** RE: RGC - Proposed Consent Order

**EXTERNAL MESSAGE**

Shara-

Please advise by 4:00. If this can't be resolved, we will proceed to finalize our materials and we will be seeking costs.

Thanks

Natalie

<image001.png>

**NATALIE E LEVINE** *(she/her/hers)*

t: +1 416 860 6568

e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** Friday, September 10, 2021 12:28 PM

**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** Re: RGC - Proposed Consent Order

Thanks Natalie - I have reached out to my client for instructions. I will be back to you ASAP. I expect it's something we can deal with and therefore do not anticipate that you need to file materials.

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**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Sent:** Friday, September 10, 2021 12:22:13 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

EXTERNAL MESSAGE

Shara-

Can we wrap this up today? We would prefer not to serve a report on this today if possible. Ideally we would email this order to Justice Koehnen before the hearing and offer to speak to it if he wants.

From our perspective, the two outstanding issues are:

1. Disclosure of the proceeds of the mortgage. Rana gave some general testimony regarding the uses, but we'd like to know with some more detail and in particular, given that Rana's already advised that there were some significant expenses that exceeded the threshold in the proposed order, we would like disclosure of those (as noted in my email below).
2. How we will deal with disclosure to Paul. To your suggestion that we deal with it on a case by case basis, we can likely work with that, but my concern is that it may require us to object more often than otherwise necessary. Happy to discuss if you would like.

<image001.png>

**NATALIE E LEVINE** *(she/her/hers)*  
t: +1 416 860 6568  
e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Levine, Natalie  
**Sent:** Thursday, September 09, 2021 8:44 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

Hi Shara-

We've discussed and this is something we can live with as long as we can deal with the disclosure issue you raised and if we can get your confirmation on the uses of the proceeds of the mortgage. I am waiting to hear from Stikemans as to whether this will resolve their concerns.

I left you a message earlier but please give me a call on the disclosure point when you have a minute. I think we can solve for that, I just want to run something by you.

Natalie

<image001.png>

**NATALIE E LEVINE** *(she/her/hers)*

t: +1 416 860 6568

e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** Wednesday, September 08, 2021 2:59 PM

**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>;  
Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** RE: RGC - Proposed Consent Order

Thanks Natalie.

Please find attached a proposed mark-up of your order.

I would also like to discuss how much personal information the receiver would intend to share with Paul's counsel following this order.

Thanks,  
Shara

---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>

**Sent:** September 8, 2021 10:35 AM

**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Lauren  
Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** RE: RGC - Proposed Consent Order

#### EXTERNAL MESSAGE

Thanks, Shara. Given the timing, we will need to file a report this week if this is not resolved.

<image001.png>

**NATALIE E LEVINE** *(she/her/hers)*

t: +1 416 860 6568

e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>

**Sent:** Wednesday, September 08, 2021 10:21 AM

**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>;  
Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>

**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>

**Subject:** Re: RGC - Proposed Consent Order

Hi Natalie - I am working on instructions.

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---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Sent:** Wednesday, September 8, 2021 10:11:06 AM  
**To:** Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

**EXTERNAL MESSAGE**

Hi Shara –

Having not heard back from you, we are going to proceed to prepare a report and will need to deal with this issue before Justice Koehnen. Please advise if you have instructions so that we can avoid incurring additional costs.

Thanks  
Natalie

<image001.png> | **NATALIE E LEVINE** *(she/her/hers)*  
**t:** +1 416 860 6568  
**e:** [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Picone, John M.  
**Sent:** Tuesday, September 07, 2021 12:04 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

Hi Shara,

Just following up.

John

<image001.png> | **JOHN M. PICONE** *(he/him/his)*  
**t:** +1 416 640 6041  
**e:** [jpicone@cassels.com](mailto:jpicone@cassels.com)

Cassels Brock & Blackwell LLP | [cassels.com](http://cassels.com)  
Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON M5H 3C2 Canada

---

**From:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>  
**Sent:** Sunday, September 05, 2021 5:20 PM  
**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** Re: RGC - Proposed Consent Order

Hi Natalie - sorry when you told me to have a nice week-end, I didn't understand that you wanted this dealt with over the week-end. I will try to get instructions.

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---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Sent:** Sunday, September 5, 2021 12:41:23 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

**EXTERNAL MESSAGE**

Shara and Lauren:

Following up on this, can you please let us know your thoughts? We are headed into the Jewish holidays this week and next and we would like to get this settled.

Thanks

Natalie

<image001.png> | **NATALIE E LEVINE** *(she/her/hers)*  
t: +1 416 860 6568  
e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Levine, Natalie  
**Sent:** Friday, September 03, 2021 3:54 PM  
**To:** Shara N. Roy <[sroy@litigate.com](mailto:sroy@litigate.com)>; Lauren Mills Taylor <[lmillstaylor@litigate.com](mailto:lmillstaylor@litigate.com)>  
**Cc:** Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** FW: RGC - Proposed Consent Order

Hi Shara and Lauren:

Attached is a draft order that we think captures the concepts we discussed yesterday with a little more specificity. You'll see that we made some amendments to the proposed timeline and added an monthly aggregate, but we can work with your proposed notice construct.

As discussed on our call, we raised the proposed resolution with Paul's counsel. The email from Stikemans is below. They have some different views on what should be in

the order, but you will see from the draft that we have not incorporated all of their proposals.

We do think that disclosure to the Receiver of the use of the funds from the mortgage on the house since the time of the receivership is appropriate. This concept is not drafted into the order, but Rana already gave evidence at his examination that the mortgage was necessary to pay off an existing mortgage and construction costs and to fund his wife's living expenses. If there are payments over \$10,000 or \$30,000 in the aggregate, we would like disclosure.

Lastly, and further to the discussion we had yesterday, if we can't do this on consent, we would like avoid having this hearing on the 16<sup>th</sup>. My preference would be that we agree that Rana will not engage any transactions over \$10,000 until we get this resolved and if we can't get it resolved by a consent order, we would get a date from Justice Koehnen when we go on the 16th to deal with the sale.

We are happy to discuss at your convenience. Have a nice weekend.

Natalie

<image001.png>

**NATALIE E LEVINE** *(she/her/her)*

t: +1 416 860 6568

e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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Toronto, ON Canada M5H 3C2 Canada  
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---

**From:** Sam Dukesz <[SDukesz@stikeman.com](mailto:SDukesz@stikeman.com)>  
**Sent:** Thursday, September 02, 2021 6:41 PM  
**To:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Cc:** Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>; Picone, John M. <[jpicone@cassels.com](mailto:jpicone@cassels.com)>; Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>  
**Subject:** RE: RGC - Proposed Consent Order

Hi Natalie,

Thank you for your email. As a preliminary point, we are of the view that the grounds exist to obtain a more restrictive injunction that restrains Rana from disposing of any assets without the Receiver's prior approval to be made after full disclosure of all relevant details relating to the disposal. The findings of the arbitrator meet the test for an injunction (indeed an injunction was ordered relating to the books and records of RGC) and you have clear evidence of a potential dissipation of assets. However, to avoid the time, expense and unrecoverable costs associated with a more restrictive injunction, Paul can work within the structure of a consent order that requires reasonable advance notice to the Receiver. As part of any order, we are of the view that the following terms would be reasonable and appropriate under the circumstances:

- Rana would be required to give **15 days'** notice to the Receiver ("**Notice**") if he intends to directly or indirectly encumber, dispose of or otherwise transfer any assets with a value equal to or greater than CAD\$10,000 in which he has a legal or beneficial interest ("**Individual Transaction**"). For certainty, any further encumbrance, transfer or disposition of the Georgetown property would

constitute an Individual Transaction, as would any transaction associated with funds secured against the property.

- The 15 days' Notice should not just be triggered 15 days prior to the closing of any Individual Transaction, but should instead also be triggered 15 days prior to Rana entering into any preliminary and/or final, binding and/or non-binding agreement in respect of an Individual Transaction (e.g., if Rana intends to sell the Georgetown property, he must give notice 15 days before entering into the agreement *and* 15 days prior to closing).
- Rana may encumber, dispose of or otherwise transfer assets with a value less than CAD\$10,000 ("**Permitted Transactions**") provided that:
  - If, in a 30-day period, assets encumbered, disposed of or otherwise transferred by Rana, directly or indirectly, exceed CAD\$20,000 in the aggregate, Rana shall be required to provide disclosure to the Receiver of sufficient details to enable the Receiver to understand the nature and purpose of the transactions and Notice of any additional assets to be encumbered, disposed of or otherwise transferred during that 30-day period, regardless of the value of those assets.
  - A transaction will only be a Permitted Transaction if it is supported by appropriate documentation (e.g., invoices). We can discuss the necessary level of appropriate documentation at a later point if the other terms proposed here are acceptable to Rana and the Receiver.
  - Permitted Transactions shall not include any transactions by which Rana would, directly or indirectly, transfer outside of Ontario any assets in which he has a legal or beneficial interest. In other words, Rana must provide Notice prior to directly or indirectly transferring any assets outside of Ontario, regardless of their value.
- If, after receiving Notice, the Receiver and/or Paul wishes to bring a motion to Justice Koehnen to address concerns with a proposed transaction, the parties will endeavour to have that motion heard by Justice Koehnen within the 15-day Notice period. If a Notice of Motion has been filed and Justice Koehnen is unable to hear or rule on the motion within 15 days as a result of His Honour's or counsel's availability, Rana will not proceed with the transaction at issue until Justice Koehnen has had an opportunity to hear and rule on the motion.
- Rana will disclose and provide supporting documentation for any assets in which he holds or has held a legal or beneficial interest that have been transferred, encumbered or disposed of since May 26, 2021 (being the date on which the Receiver was appointed). For certainty, this would include but is not limited to any transactions in respect of the charge registered against the Georgetown property on or around July 5, 2021, as well as any transactions associated with the \$2.4M in funds presumably received by Rana or a member of his family in connection with that charge.

We are available to discuss the above at your convenience.

Thanks,

**Sam Dukesz**

Direct: +1 416 869 5612  
Mobile: +1 416 845 4719  
Email: [sdukesz@stikeman.com](mailto:sdukesz@stikeman.com)

---

**From:** Levine, Natalie <[nlevine@cassels.com](mailto:nlevine@cassels.com)>  
**Sent:** Thursday, September 2, 2021 11:01 AM  
**To:** Aaron Kreaden <[AKreaden@stikeman.com](mailto:AKreaden@stikeman.com)>  
**Cc:** Noah Goldstein <[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com)>; Picone, John M.



<[jpicone@cassels.com](mailto:jpicone@cassels.com)>

**Subject:** RGC - Proposed Consent Order

Hi Aaron-

As discussed, we spoke with Rana's counsel on the terms of a consent order that would address the issues related to potential dispositions of assets while the investigation is ongoing. They have proposed a consent order that would require Rana to give 7 days notice to the Receiver if he intends to encumber or dispose of any assets owned by him with a value of greater than \$10,000. The intent would be to specifically identify the Georgetown property as an asset subject to the order, but we would not to limit the order to specific properties or accounts.

The Receiver is considering its response to this proposal, including how to describe the transactions, whether the \$10,000 transaction limit is appropriate, and the length of the notice period.

In the interest of reaching an agreement that works for all of the parties, we would appreciate your thoughts on the proposal and whether a consent order incorporating these concepts would address Paul's concerns.

Natalie

<image001.png>

**NATALIE E LEVINE** *(she/her/hers)*

t: +1 416 860 6568

e: [nlevine@cassels.com](mailto:nlevine@cassels.com)

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**Stikeman Elliott LLP** Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

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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

**SUPPLEMENT TO 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**

Tel: 416.860.6568  
Fax: 416.640.3207  
nlevine@cassels.com

**John M. Picone LSO #: 58406N**

Tel: 416.640.6041  
Fax: 416.350.6924  
jpicone@cassels.com

**Kieran May LSO #: 79672P**

Tel: 416.869.5321  
Fax: 416.350.6958  
kmay@cassels.com

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)**

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TORONTO

**SUPPLEMENTAL MOTION RECORD**

**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](mailto:nlevine@cassels.com)

**John Picone LSO #: 58406N**

Tel: 416.640.6041

Email: [jpicone@cassels.com](mailto:jpicone@cassels.com)

**Kieran May LSO# 79672P**

Tel: 416.869.5321

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

Lawyers for KSV Restructuring Inc. in its capacity as Receiver