



**Eighth 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.**

December 19, 2022

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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

EIGHTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

DECEMBER 19, 2022

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (the "Receiver") of all the assets, undertakings and property 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.
2. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on May 26, 2021 (the "Receivership Order"), KSV was appointed Receiver of RGC. The Receivership Order was amended on June 4, 2021 (the "Amended Receivership Order"). A copy of the Amended Receivership Order is attached as Appendix "A".

1.1 Background

1. As of the time of the Receiver's appointment, RGC principally operated a trucking business.
2. Since 2018, Swinderpal Singh Randhawa ("Paul") and Rana Partap Singh Randhawa ("Rana") have been involved in a dispute concerning, among other things, the ownership, operation and sale of RGC. As confirmed in minutes of settlement reached in the dispute, Rana and Paul are the ultimate shareholders of RGC.
3. In June 2020, Paul delivered an *ex parte* motion record to the arbitrator (the "Arbitrator") appointed pursuant to the minutes of settlement seeking the appointment of an inspector under the Business Corporations Act to investigate certain issues surrounding the trucking business and to provide an update on the status of the sale process for the trucking business.
4. On July 3, 2020, the Arbitrator granted an award, which Paul subsequently sought to have recognized by this Court. On July 17, 2020, the Honourable Justice Dietrich determined that the application to recognize the award was premature and adjourned Paul's motion to permit Rana to seek relief before the Arbitrator. On a further motion on notice, the Arbitrator granted a detailed award ordering that an inspector should be appointed.
5. In the context of the dispute between Paul and Rana, on May 19, 2021, the Honourable Justice Koehnen released a decision (the "Decision") which, among other things, contemplated the issuance of the Receivership Order for the purposes of KSV, in its capacity as Receiver, to carry out a sale mandate and an investigation. The Receiver's appointment was necessary because nearly two years after the settlement of the initial dispute, the business had not been sold and Paul, through a private investigator, had discovered evidence that Rana was diverting assets to a competitor company named Motion Transport Ltd. ("Motion Transport"). A copy of the Decision is attached as Appendix "B".
6. Paragraph three of the Amended Receivership Order authorizes the Receiver to, among other things, conduct an investigation of issues identified by the parties, including those identified by the arbitrator and by the Receiver, to ensure that the trucking business is being sold in a manner that maximizes value.
7. Over the course of the investigation, the Receiver identified conclusive evidence that Rana was working with Motion Transport, and transferring RGC's assets, resources, personnel, and revenues to Motion Transport in contravention of the settlement agreements between Rana and Paul and with the aim of eroding the value of RGC. The Receiver's findings were summarized in its Fifth Report to Court dated September 24, 2021 (the "Fifth Report"), which is attached as Appendix "C", without appendices.

1.2 Costs Indemnity Motion

1. On September 23, 2022, Paul served a motion seeking an order that, among other things, Rana is solely responsible for all fees and expenses incurred by the Receiver and its counsel during these proceedings. The total fees and disbursements, excluding HST, of the Receiver and its counsel as of October 31, 2022 are currently approximately \$1.5 million, of which \$1.4 million have previously been approved by the Court.

2. On September 28, 2022, Justice McEwen scheduled Paul's motion for November 28, 2022.
3. On November 27, 2022, one day before Paul's motion, Rana served a motion seeking to compel the Receiver to attend a Rule 39.03 examination on the costs indemnity aspect of Paul's motion and requesting an adjournment of certain aspects of Paul's motion until such examination could be completed.
4. On November 28, 2022, Madam Justice Kimmel issued an endorsement (the "November 28 Endorsement"), which, among other things, provided that:
 - (a) Rana was permitted to deliver written questions to the Receiver by December 1, 2022 along with a payment of \$7,500 to cover the Receiver's anticipated costs of responding to such questions, but that such amount would not be a cap on the Receiver's costs and Rana would be required to pay such additional costs in the first instance;
 - (b) the Receiver agreed to and would respond to proper questions within one week (by December 8, 2022);
 - (c) that if, after considering the Receiver's responses, Rana still considered it advisable to proceed with his motion for leave to examine the Receiver under Rule 39.03, he was required to serve a fresh or supplemental motion record in support of such motion by no later than December 12, 2022; and
 - (d) Rana was to pay the Receiver and Paul each \$2,500 in costs related to the November 28, 2022 attendance.

A copy of the November 28 Endorsement is attached as Appendix "D".

5. On December 1, 2022, Rana delivered his questions to the Receiver. The Receiver responded to Rana's question on December 8, 2022. The questions and the responses are attached as Appendix "E". None of the questions posed or the clarifications and detail provided in response change any of the Receiver's conclusions in the Fifth Report.
6. Rana did not serve a fresh or supplemental motion record prior to December 12, 2022 (or at all) as required under the November 28 Endorsement.
7. When delivering the responses, the Receiver advised Rana that it had incurred costs of \$10,964,39 (including HST) in responding to the inquiries. The Receiver has yet to be paid the balance owing to it, being \$3,464.39, as required under the November 28 Endorsement.

* * *

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”

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

THE HONOURABLE MISTER) FRIDAY, THE 4th
)
JUSTICE KOEHNEN) DAY OF JUNE, 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

**AMENDED AND RESTATED ORDER
(appointing Receiver)**

THIS MOTION made by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Respondent corporate entities (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, the Amended Motion Record containing the affidavit of Swinderpal Singh Randhawa ("**Paul**"), sworn June 26, 2020, the affidavit of Don Colbourn, sworn June 26, 2020, the affidavit of Shimshon Dukesz, sworn July 5, 2020, the affidavit of Monica Palko sworn November 11, 2020 and the

affidavit of Paul sworn January 28, 2021 (the “**Motion Record**”), the affidavits of Rana Partap Singh Randhawa (“**Rana**”), sworn January 18, 2021, and February 22, 2021, the affidavit of Allan Nackan sworn February 22, 2021, the affidavit of Baldev Dhindsa, sworn January 18, 2021, the Awards and Arbitral Order of the Arbitrator dated July 3, 2020 and October 26, 2020 granted pursuant to the arbitration clause set out in the Minutes of Settlement dated October 1, 2018 (the “**Minutes**”) between Paul and Rana, the Receiver’s Motion Record dated May 27, 2021, including the First Report of the Receiver dated May 27, 2021 (the “**Receiver’s Motion Record**”), the Receiver’s Supplemental Motion Record dated May 31, 2021 (the “**Receiver’s Supplemental Motion Record**”), including the Supplement to the First Report of the Receiver dated May 31, 2021 (the “**Supplement to the First Report**”), and the Affidavits of Service of Benjamin Goodis sworn May 27, 2021 and June 1, 2021, respectively, and on hearing the submissions of counsel for Paul, counsel for KSV, counsel for Rana and counsel for Motion Transport Ltd. (“**Motion**”):

SERVICE

1. THIS COURT ORDERS that the time for service of the Receiver’s Motion Record and the Receiver’s Supplemental Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended, KSV is hereby appointed as Receiver, without security, over all of the assets, undertakings and properties of RGC acquired for, or used in relation to a business carried on by RGC, including all proceeds thereof (the “**RGC Property**”).

RECEIVER’S MANDATE

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized to: (i) operate and manage RGC and sell the trucking, warehousing and logistics

business that is owned and operated through some or all of the Respondent entities (the “**Trucking Business**”) (the “**Sale Mandate**”); and (ii) investigate and report on any financial and operational issues identified by the Parties, including those identified in the awards of Larry Banack dated July 3, 2020 and October 26, 2020, and any other matters identified during the course of the Receiver’s investigation, in order to ensure that the Trucking Business is being sold in a manner that maximizes the value of that business (the “**Investigation Mandate**”).

4. THIS COURT ORDERS that the Receiver will pursue the Sale Mandate as expeditiously as reasonably possible in order to maximize the value of the Trucking Business on sale, as determined by the Receiver in its sole discretion.

5. THIS COURT ORDERS that the Receiver shall report to the Court on an interim and final basis as to the status of the Investigation Mandate (each, a “**Report**”). Both Paul and Rana shall be provided with a copy of any such Reports. The Reports may be filed under seal if requested by the Receiver or any of the Parties (as defined below), on terms that may be agreed among the Parties or ordered by the Court.

RECEIVER’S POWERS

6. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the RGC Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the RGC Property and any and all proceeds, receipts and disbursements arising out of or from the RGC Property;
- (b) to receive, preserve, and protect the RGC Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of RGC Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and

the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of RGC, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of RGC;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of RGC or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to RGC and to exercise all remedies of RGC in collecting such monies, including, without limitation, to enforce any security held by RGC;
- (g) to settle, extend or compromise any indebtedness owing to RGC;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the RGC Property, whether in the Receiver's name or in the name and on behalf of RGC, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to RGC, the RGC Property or the Receiver, and

to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the RGC Property, including advertising and soliciting offers in respect of the RGC Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the RGC Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the RGC Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such RGC Property;

(m) to report to, meet with and discuss with such affected Persons (as

defined below) as the Receiver deems appropriate on all matters relating to the RGC Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the RGC Property against title to any of the RGC Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of RGC;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of RGC, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by RGC;
- (q) to exercise any shareholder, partnership, joint venture or other rights which RGC may have;
- (r) to enter any premises owned or controlled by Motion and to take any steps the Receiver deems necessary to examine and preserve any and all of Motion's information, documents, records and electronic data, including but not limited to information relating to Motion's accounts or finance activities at any financial institution, with any trade creditor or with any other party; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons

(as defined below), including RGC and Motion, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

7. THIS COURT ORDERS that (i) Paul, Rana and Baldev Dhinsda ("**Baldev**"); (ii) Motion and RGC; (iii) all of Motion's and RGC's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any RGC Property or Motion Property in such Person's possession or control, shall grant immediate and continued access to any such RGC Property or Motion Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

8. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of RGC or Motion, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 8 or in paragraph 9 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to any privilege attaching to the Record or due to statutory provisions prohibiting such disclosure.

9. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall

forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

10. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords of RGC with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

11. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST RGC OR THE RGC PROPERTY

12. THIS COURT ORDERS that no Proceeding against or in respect of RGC or the RGC Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way

against or in respect of RGC or the RGC Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. THIS COURT ORDERS that all rights and remedies against RGC, the Receiver, or affecting the RGC Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), and further provided that nothing in this paragraph shall (i) empower the Receiver or RGC to carry on any business which RGC is not lawfully entitled to carry on, (ii) exempt the Receiver or RGC from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

14. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by RGC, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

15. THIS COURT ORDERS that all Persons having oral or written agreements with RGC or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to RGC are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of RGC's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by

the Receiver in accordance with normal payment practices of RGC or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

16. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the RGC Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

17. THIS COURT ORDERS that all employees of RGC shall remain the employees of RGC until such time as the Receiver, on RGC's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

18. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the RGC Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the RGC Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is

disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any RGC Property shall be entitled to continue to use the personal information provided to it, and related to the RGC Property purchased, in a manner which is in all material respects identical to the prior use of such information by RGC, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the RGC Property or the Motion Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the RGC Property or the Motion Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

20. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and

except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

21. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the RGC Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the RGC Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

23. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

24. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel shall be funded first by RGC, or if RGC does not have sufficient funds, by or on behalf of Paul and Rana equally in respect of the Sale Mandate, which amount will be repaid from the proceeds of the sale of the RGC Property. The whole of the RGC

Property shall be and hereby is charged by way of a fixed and specific charge (the "**Funding Charge**") as security for the payment of any monies advanced by or on behalf of Paul and/or Rana to fund the Sale Mandate, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, save for the Receiver's Charge and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

25. THIS COURT ORDERS that to the extent that the Receiver concludes that funds are required for the continued operation of the Trucking Business to maximize the value to be realized as part of the Sale Mandate, the Receiver shall offer both Paul and Rana the opportunity to lend funds to the Receiver on equivalent terms, and upon such offer being made and accepted by Paul, Rana, or Paul and Rana jointly, is hereby empowered to borrow from Paul, Rana, or Paul and Rana jointly (or if none of them agree, from a third party) by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize on terms, including an appropriate rate or rates of interest, that reflect the full degree of risk to the lender(s) associated with such lending) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Operations Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, save for the Receiver's Charge, the Funding Charge and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. For greater certainty, nothing in this Order shall require Rana or Paul to advance funds to the Receiver, RGC or any other person to fund the operations of the Trucking Business.

26. THIS COURT ORDERS that neither the Funding Charge, the Operations Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order, whether pursuant to the Funding Charge described in paragraph 24 above, or under the Operations Charge described in paragraph 25 above.

28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to the Funding Charge and any and all Receiver's Certificates evidencing the same shall rank in priority to monies from time to time borrowed by the Receiver pursuant to the Operations Charge and any and all Receiver's Certificates evidencing the same, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

29. Paul will post \$100,000 with the Receiver, which shall be used to fund the initial fees and expenses of the Receiver and its counsel in respect of the Investigation Mandate. To the extent the \$100,000 is exhausted by the Receiver and its counsel, Paul will continue to post additional funds, in increments of \$25,000, to fund the fees and expenses of the Receiver and its counsel in respect of the Investigation Mandate until such time as the Investigation Mandate is completed or the Court orders otherwise.

30. Both Paul and Rana reserve their rights to claim at any time for a revised allocation of any past or future fees and disbursements paid to the Receiver or its counsel, or any other amounts ordered to be paid in connection with these proceedings and the proceedings before the Arbitrator, based on the interim and/or final results of the Sale Mandate and the Investigation Mandate. To this end, the Receiver shall hold in escrow all proceeds from the sale of the Trucking Business that are otherwise to be distributed to Paul or Rana pursuant to the October Minutes or otherwise until the issue of the allocation of costs has been resolved or further order of the court. For the avoidance of doubt, subject to further order of the Court, the Receiver may use the

proceeds of the sale of the Trucking Business to fund the costs of the receivership as set out in this order, including the fees and expenses of the Receiver and its counsel.

SERVICE AND NOTICE

31. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://www.ksvadvisory.com/insolvency-cases/case/rgc>>’.

32. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to RGC’s creditors or other interested parties at their respective addresses as last shown on the records of RGC and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

SEALING

33. THIS COURT ORDERS AND DECLARES that Confidential Appendix “1” to the Supplement to the First Report be and is hereby sealed and shall be treated as confidential until further order of this Court.

GENERAL

34. 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.

35. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of RGC or of Motion.

36. 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.

37. 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.

38. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

PLJ

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties of the corporate entities listed on Schedule "A" hereto (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 26th day of May, 2021 (the "Order") made in an action having Court file number CV-18-593636-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses. For the avoidance of doubt, the amounts borrowed under this certificate shall have the benefit of the [Funding Charge / Operations Charge] set out in the Order.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Other than as set out in the Order with respect to priority of monies borrowed pursuant to Receiver Certificates, and any other Order of the Court, until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

KSV RESTRUCTURING INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Schedule "A" to Receiver Certificate

Debtors:

1. PROEX LOGISTICS INC.;
2. GURU LOGISTICS INC.;
3. 1542300 ONTARIO INC. (OPERATED AS ASR TRANSPORTATION);
4. 2221589 ONTARIO INC.;
5. 2435963 ONTARIO INC.;
6. NOOR RANDHAWA CORP.;
7. SUPERSTAR TRANSPORT LTD.;
8. R.S. INTERNATIONAL CARRIERS INC.;
9. SUBEET CARRIERS INC.;
10. SUPERSTAR LOGISTICS INC.;
11. CONTINENTAL TRUCK SERVICES INC.; and
12. ASR TRANSPORTATION INC.

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

**AMENDED AND RESTATED ORDER
(APPOINTING RECEIVER)**

CASSELS BROCK & BLACKWELL LLP

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Lawyers for KSV Restructuring Inc. in its capacity as
Receiver

Appendix “B”

CITATION: Randhawa v. Randhawa, 2021 ONSC 3643

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

DATE: 20210519

SUPERIOR COURT OF JUSTICE – ONTARIO

(Commercial List)

RE: SWINDERPAL SINGH RANDHAWA

Applicant

AND:

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

Respondents

BEFORE: Koehnen J.

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

Brian Kolenda, Chris Kinnear Hunter for the Respondents

Christina Bowman for Motion Transport Ltd.

HEARD: March 12, 2021

ENDORSEMENT

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

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

I. Arbitrator’s Jurisdiction to Appoint an inspector

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

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

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

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

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

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

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

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

[19] In my view, the Arbitrator's appointment of the inspector was squarely within the powers he was given under the Minutes of Settlement. He was empowered to establish a process to determine any alleged unequal benefit to one of the parties. Doing so was part and parcel of implementing the Minutes of Settlement. He determined that the most efficient way of doing so was to appoint an inspector. He was squarely within his jurisdiction under the Minutes of Settlement to do so.

[20] Rana relies on *Armstrong v. Northern Eyes Inc.*,⁴ which he submits stands for the proposition that an arbitrator has no power to award a statutory remedy. *Armstrong*, arose in the context of a shareholders' agreement that provided a specific remedy for a departing shareholder. The arbitration clause was contained in the shareholders agreement. In that context, the case is not so much about a conceptual holding that arbitrators have no power to award statutory remedies but can be more closely read as standing for the proposition that in the circumstances of that case, where the parties had contemplated a specific remedy for a departing shareholder, the arbitration agreement did not give the arbitrator the power to go beyond the contractually agreed to remedy. That is far different from saying that an arbitrator has no power to award a remedy under the OBCA, regardless of the circumstances.

[21] The following extracts from the Divisional Court reasons make this clear:

[34] It might also be noted that the remedies open to the arbitrator under Article 14 are comparatively close to the remedies available under OBCA s. 248(3)(f). The remedies are operationally identical in the sense that they require the majority to purchase the applicant's shares. What may differ, depending on the view that might be taken by the court in an oppression hearing, is the scope of the methodology used to achieve the valuation. If not completely identical, the remedies are comparatively close.

[35] Where the essential character of the dispute is subject to arbitration, there is no real deprivation of ultimate remedy so long as the applicant is able to pursue an appropriate remedy through the specialized vehicle of arbitration.

[36] Such is the case here. The applicant agreed in Article 14 that on leaving the company, he would tender his shares to be redeemed by the company at fair market value to be determined by the company's accountants. The applicant's problem is not that he lacks an appropriate remedy. His problem is that the method of valuation within the remedy to which he agreed may not be as

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Should the Receiver Conduct an Investigation?

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

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

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

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

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

⁷ Nackan Cross at q. 166.

⁸ Nackan Cross at q. 172.

⁹ Nackan Cross at q. 151.

¹⁰ October Award at para. 293.

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

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

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

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

¹³ *Akagi* at para. 66

¹⁴ *Akagi* at para 90.

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

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

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

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

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

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

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

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

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

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

¹⁵ *Akagi* at para 90.

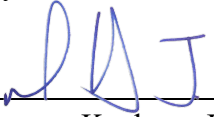
¹⁶ *DeGroot v. DC Entertainment Corp.*, 2013 ONSC 7101 at paras. 58 and 60.

III. Who should be appointed as receiver?

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

Disposition and Costs

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



Koehnen J.

Date: May 19, 2021

Appendix “C”



**Fifth 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 24, 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

FIFTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER

SEPTEMBER 24, 2021

1.0 Introduction

1. This report ("Report") is filed by KSV Restructuring Inc. ("KSV") in its capacity as receiver and manager (the "Receiver") of all the assets, undertakings and property (collectively, the "Property") of Proex Logistics Inc. ("ProEx"), Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation) ("ASR"), 2221589 Ontario Inc. ("222"), 2435963 Ontario Inc., Noor Randhawa Corp., Superstar Transport Ltd., R.S. International Carriers Inc., Subeet Carriers Inc. ("Subeet Carriers"), Superstar Logistics Inc., Continental Truck Services Inc., and ASR Transportation Inc. (collectively, "RGC") acquired for, or used in relation to a business carried on by RGC.
2. Since 2018, Swinderpal Singh Randhawa ("Paul") and Rana Partap Singh Randhawa ("Rana") have been involved in a dispute concerning, *inter alia*, the ownership, operation and sale of RGC.

3. In the context of the dispute between Paul and Rana, on May 19, 2021, the Honourable Justice Koehnen released a decision (the “Decision”) which, *inter alia*, provided for the issuance of a receivership order authorizing and empowering KSV, as Receiver, to carry out a sale mandate and an investigation. A copy of the Decision is attached as Appendix “A”.
4. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on May 26, 2021 (the “Receivership Order”), KSV was appointed as Receiver. The Receivership Order was amended on June 4, 2021 (the “Amended Receivership Order”). A copy of the Amended Receivership Order is attached as Appendix “B”.
5. Paragraph three of the Amended Receivership Order authorizes the Receiver to:
 - a) operate and manage RGC and sell the trucking, warehousing and logistics business (the “Sale Mandate”); and
 - b) conduct an investigation of issues identified by the parties, including those identified by an arbitrator previously appointed in the dispute and by the Receiver, to ensure that the trucking business is being sold in a manner that maximizes value (the “Investigation Mandate”).

1.1 Purpose

1. The purposes of this report (the “Report”) are to:
 - a) provide an update on the Investigation Mandate;
 - b) recommend that the Receiver further investigate potential sources of recovery for RGC, including (i) retaining a valuation expert to provide an independent valuation of RGC as of October 2018 and (ii) soliciting interest from potential claims purchasers to determine if there is a market for litigation claims owned by RGC;
 - c) request that the Court order payment of the costs of the Investigation Mandate, including legal fees in respect thereof, from the proceeds of the Sale Mandate and confirm that the Receiver’s Charge is applicable to such fees; and
 - d) seek advice and directions from this Court with respect to further investigation and/or recovery actions to be undertaken.

1.2 Currency

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

1.3 Restrictions

1. In preparing this Report, the Receiver has reviewed the following information:
 - a) materials previously filed with the Court in connection with the application to appoint an inspector over RGC, the application to appoint the Receiver, and within this receivership proceeding (collectively, the “Court Materials”);

- b) unaudited financial information of RGC and Motion Transport Ltd. (“Motion”), a trucking company identified as a potentially related party;
 - c) accounting records and bank statements for RGC and Motion;
 - d) interviews of certain former employees of ASR, including Paul, Rana and their legal counsel, and Dave Rawn, the former General Manager of ASR;
 - e) transcripts of the examinations conducted by the Receiver of Baldev Dhindsa (“Mr. Dhindsa”), the President of Motion, conducted on July 21, 2021 and Rana, conducted on August 19, 2021 (jointly, the “Examinations”); and
 - f) certain email and electronic records of RGC and Motion (together with (a) through (f), above, the “Information”).
2. The Receiver has not audited, or otherwise attempted to verify, the accuracy or completeness of the financial information relied on to prepare this Report in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the Information or financial information should perform its own diligence.
 3. The Receiver has not conducted a formal valuation of RGC or any of the assets referred to in this Report. As stated in section 5.0 below, the Receiver has provided preliminary observations as to the value of RGC that are qualified in their entirety by the need to conduct a formal valuation when funds are available to do so. The Receiver does not assume any responsibility or liability for losses occasioned to any party because of their reliance on the Receiver’s preliminary observations with respect to value stated herein.
 4. The Receiver’s understanding of factual matters referred to in this Report is exclusively based on the Information.
 5. In accordance with paragraph 5 of the Amended Receivership Order, Paul and Rana will both receive copies of this Report when it is served. Neither Rana nor Paul had the opportunity to review the Report in advance of it being served.

2.0 Executive Summary¹

1. The Receiver’s mandate arose out of a long-standing and contentious dispute between brothers, Paul and Rana Randhawa.
2. Following the commencement of an oppression application in 2018, the brothers entered into the October Minutes in October 2018 which provide for the division of their business assets and a reconciliation of personal benefits received by each brother from RGC. The last step in the business separation is the sale of the Trucking Business and the distribution of the proceeds thereof.

¹ Terms not defined in this section have the meanings set out in the body of this Report.

3. For reasons that are in dispute, the Trucking Business was not sold in a timely manner and in 2020, Paul retained a private investigator. The private investigator found, among other things, that certain RGC vehicles had been transferred to Motion, that Rana and his son appeared to be working for Motion, and that certain ASR assets and staff were being used to operate Motion.
4. Paul brought a motion before the Arbitrator appointed pursuant to the October Minutes for the appointment of an inspector under the OBCA. After a process that involved two motions before the Arbitrator and two contested court applications, this Court appointed KSV as Receiver to sell the Trucking Business and to investigate the issues identified by the Arbitrator.
5. Over the course of the investigation, the Receiver identified substantial evidence confirming that Rana was working with Motion and transferring RGC's assets, resources, personnel, and revenues to Motion in contravention of the Settlement Agreements and with the aim of eroding the value of RGC.
6. The Receiver is currently selling the Trucking Business through a liquidation of the assets in accordance with an auction services agreement, which received Court approval on September 16, 2021. Upon the Receiver's appointment, it was quickly determined in consultation with Rana and Paul that the business could not be sold as a going concern, as it required substantial funding, which, the brothers acknowledged, was not available. Accordingly, absent further successful litigation or an alternative resolution of the claims held by RGC, the Receiver will not be able to recover the value of the assets or opportunities lost since the execution of the October Minutes in 2018.
7. Based on the general valuation principles for companies of this size and operating in this industry, and having examined the available unaudited financial statements, the Receiver has conducted preliminary valuation analysis to determine the value of RGC as of the date of the October Minutes. The Receiver, has not, however, retained an independent valuation expert to determine the value of the Trucking Business in October 2018.
8. Assuming that creditor claims are paid in full, the only remaining stakeholders will be the shareholders of RGC. As described in detail below, the Receiver believes that there are potential claims against Rana, Motion and other related parties (the "RGC Causes of Action").
9. The Receiver is proposing to obtain additional information to determine the value of the RGC Causes of Action and to determine whether a resolution of such claims is possible. Following (i) conclusion of the auction; (ii) review of the claims filed by the claims bar date against each RGC entity; and (iii) receipt of the additional valuation information, the Receiver would return to Court with a recommendation on pursuit or realization of the RGC Causes of Action.

3.0 RGC Receivership

3.1 Background

1. On March 9, 2018, Paul commenced an oppression application (the “Application”) with the Court to address, *inter alia*, Rana’s denial that Paul was an equal owner of RGC’s trucking business (the “Trucking Business”) and certain properties owned by RGC (the “Real Estate Business”).
2. On October 1, 2018, Rana and Paul entered into Minutes of Settlement (the “October Minutes”). A copy of the October Minutes is attached as Appendix “C”. The October Minutes provide:
 - a) that Rana and Paul each own 50% of the Trucking Business and the Real Estate Business;
 - b) a process to allow Rana and Paul to monitor the Trucking Business before a sale;
 - c) a process for selling the Trucking Business and Real Estate Business and splitting the proceeds equally; and
 - d) a process for dealing with any unequal benefits that Rana or Paul received from RGC (the “Unequal Benefits”).
3. On September 13, 2019, Rana and Paul entered into an additional Minutes of Settlement to deal with the Unequal Benefits (the “UB Minutes of Settlement” and together with the October Minutes, the “Settlement Agreements”). A copy of the UB Minutes of Settlement is attached as Appendix “D”.
4. Prior to the October Minutes, the Court issued an order on consent dated April 27, 2018 (the “Injunction Order”) pursuant to which, among other things, in exchange for Paul agreeing not to come to RGC’s office in person, Rana agreed not to make any changes to, among other things, the Trucking Business while the litigation was outstanding and not to “sell, transfer or otherwise dispose of any assets owned by RGC...outside of the ordinary course”. This agreement is reflected in the Injunction Order which is attached as Appendix “E”.

3.2 Inspector Motion

1. In June 2020, Paul delivered an *ex parte* motion record (the “Inspector Motion”) to the arbitrator appointed pursuant to the October Minutes (the “Arbitrator”) seeking the appointment of an inspector under the *Ontario Business Corporations Act* (the “OBCA”) to, *inter alia*, investigate certain issues identified surrounding the Trucking Business and to provide an update on the status of the sale process for the Trucking Business. The Inspector Motion included a report (the “PI Report”) prepared by Integra Investigations Services Ltd., a private investigator engaged by Paul due to concerns about the significant deterioration in the financial condition of RGC. The PI Report identified the following:
 - a) between January 1, 2018 and June 26, 2020, ASR and Subeet Carriers directly or indirectly transferred a total of 13 vehicles to Motion, despite the Injunction Order;

- b) Rana and/or his son, Subeet Randhawa, were involved in the operations of Motion, which appeared to be a competitor of RGC; and
 - c) Motion was using ASR resources including staff, trucks, and industry contacts to service Motion customers which were previously customers of ASR.
2. On July 3, 2020, the Arbitrator granted an award, which Paul subsequently sought to have recognized by this Court. On July 17, 2020, the Honourable Justice Dietrich determined that the application to recognize the award was premature and adjourned Paul's motion to permit Rana to seek relief before the Arbitrator.
3. Following a motion on notice, the Arbitrator granted a second award on October 26, 2020, setting out further reasons for the appointment of an inspector (the "October Award"). A copy of the October Award is attached as Appendix "F". In the October Award, the Arbitrator found, among other things:
- a) Rana "perpetuated a lack of transparency into the operations of ASR, and a lack of good faith in providing financial, operational and other relevant information required to secure the sale of the Trucking Business";²
 - b) it was "highly suspicious" that ASR was paying Rana's son when he was working for Motion;³
 - c) "Rana failed to comply with his disclosure obligations" under the Minutes of Settlement. Among other things, the Arbitrator noted that it was Rana's obligation to prepare financial statements and that Rana did not do so;
 - d) it was "highly suspect that 13 pieces of ASR equipment coincidentally ended up with Motion"⁴; and
 - e) Rana provided no explanation for "why ASR's decline in revenue not only coincided with the incorporation of Motion, but greatly exceed the decline in revenue experienced by ProEx [the smaller entity in the Trucking Business that is run by Paul]"⁵.

3.3 Receivership

1. The Receiver has been appointed over all of the RGC business but understands that all of the real estate assets of the Real Estate Business were sold prior to the Receiver's appointment.⁶ Consistent with this Information and the description of the Receiver's Investigation Mandate in the Amended Receivership Order, the Receiver's investigation has focused solely on the Trucking Business.

² October Award, Appendix F to Report, at paragraph 293.

³ October Award, Appendix F to Report, at paragraph 89.

⁴ October Award, Appendix F to Report, at paragraph 339.

⁵ October Award, Appendix F to Report, at paragraph 320.

⁶ UB Minutes, Appendix D to Report, at Recital 4.

2. Based on the Arbitrator's findings and the agreement between the parties that a Receiver was necessary to complete the Sale Mandate, the Honourable Justice Koehnen appointed KSV as Receiver. The Decision provides that notwithstanding the Arbitrator's findings, the appointment of a court officer is appropriate because the Arbitrator's findings were not definitive. Instead, the Court determined only that there "were sufficient grounds to have concerns about wrongdoing to warrant investigation."⁷
3. Rana has denied all the allegations and any involvement with Motion or any ownership interest in Motion, as set out in Rana's various affidavits filed and examinations conducted as part of these proceedings. In the investigation, Rana maintained this position both informally and under oath.
4. Consistent with the Decision and pursuant to the Amended Receivership Order, Paul has agreed to fund the Investigation Mandate "until the issue of the allocation of costs has been resolved or further order of the court."⁸ The Receiver understands that this provision of the Amended Receivership Order was negotiated to resolve Rana's objections with respect to the cost of the Investigation Mandate. To-date, Paul has funded the Receiver \$150,000 in connection with the Investigation Mandate. The funding has been used to fund the Receiver's professional fees and its disbursements and to engage personnel, including IT experts, to assist with the investigation.
5. Although the Receiver has been judicious in the use of funds, the funds advanced for the investigation have been fully consumed and the Receiver will require further funding if the investigation continues. The Receiver and its counsel have incurred fees totaling approximately \$275,000 through August 31, 2021 related to the Investigation Mandate.

3.3.1 Realizations and Claims

1. On August 25, 2021, the Receiver entered into an Auction Services Agreement (the "ASA Agreement") with McDougall Auctioneers Ltd. ("McDougall"), which was approved by the Court on September 16, 2021. The ASA Agreement provides that McDougall will provide the Receiver with a guaranteed minimum payment for all RGC's trucks and trailers.
2. The Receiver is also attempting to collect certain accounts receivable owing from RGC's customers. In addition, the most recent draft financial statements of ASR, for the year ending September 30, 2018 reflect that Rana has shareholder loan obligations owing to ASR of approximately \$450,000. The Receiver has requested that Rana advise on the status of these loans and their repayment, but has not received a response to date.

⁷ Decision, Appendix A to Report, at paragraph 46.

⁸ Amended Receivership Order, Appendix B to Report, at paragraph 30.

3. On September 16, 2021, the Court approved a claims process for RGC. The claims bar date is October 31, 2021. As the claims process has only recently commenced, the Receiver does not have a full understanding of the outstanding claims against RGC, including claims by Canada Revenue Agency (“CRA”) (as discussed in further detail below). Based on the books and records of RGC and absent new information, there should be sufficient funds to repay all claims and make a distribution to the shareholders of RGC.

3.4 Status of the Investigation

1. Since its appointment, the Receiver has taken steps to complete the Investigation Mandate as expeditiously and cost-effectively as possible. Among other things, in connection with the Investigation Mandate, the Receiver has:
 - a) reviewed the Court Materials;
 - b) imaged RGC’s server and Motion’s email database;
 - c) negotiated a protocol (the “Protocol”) to permit Rana to review over 900,000 records which may constitute privileged data stored on RGC’s servers;
 - d) reviewed certain of the Remaining Data (as defined in the Protocol) which consists of over 1 million records;
 - e) reviewed certain records of Motion and RGC, including banking, customer, Ministry of Transportation and other records, including ProEx documents provided by Paul and copies of materials exchanged by Paul and Rana pursuant to the October Minutes;
 - f) prepared for and conducted the Examinations and otherwise taken evidence;
 - g) interviewed certain former ASR employees and industry contacts, including Dave Rawn, formerly the General Manager of ASR, and Doug Watt, the founder of Next Truck Sales (“Next Truck”), a truck reseller previously used by ASR; and
 - h) spoken on several occasions with legal counsel to Paul and Rana.
2. In light of the limited budget and the circumstances described below, the Receiver has not completed certain tasks that may benefit the investigation. For example, the Receiver has not:
 - a) obtained a formal valuation of the RGC business as of the date of the October Minutes;
 - b) compared the records of the ASR Petro Pass payments against the ASR truck routes to determine if ASR Petro Passes were used to pay for fuel not related to ASR’s business;
 - c) reviewed all information stored on the ASR devices or determined whether any information was deleted;

- d) reviewed any documents stored on tablets or computers used by Rana. Rana has advised the Receiver that he does not have a computer or a tablet from which he conducts his business.⁹ While Paul provided the Receiver with a record that suggests an Apple device was purchased on a business credit card, the device has not been located;¹⁰
 - e) completed a forensic review of the bank records of RGC or Motion; or
 - f) conducted examinations under oath or interviews of potential additional witnesses, including Maryam Tehrani, a former employee of ASR, and Rana's sons, Subeet Randhawa and Nimrat Randhawa.
3. Although further steps could be undertaken (including a forensic audit), the Receiver is confident that its findings are supported by the steps it has taken and that an additional investigation is not required to make the findings that are the subject of this Report.
 4. The remaining sections of this Report should be read in conjunction with the compendium of relevant documents (the "Compendium") which contains excerpts of certain supporting documents that inform the analysis contained in this Report.

3.5 Challenges encountered by the Receiver in the Investigation Mandate

3.5.1 Motion

1. On the date of the Receivership Order, May 26, 2021, Cassels Brock & Blackwell LLP ("Cassels"), counsel to the Receiver, wrote a letter to Bridge Law Professional Corporation ("Bridge Law"), counsel to Motion, requesting access to Motion's premises on May 27 or 28, 2021 to image the server.
2. On May 28, 2021, Bridge Law emailed Cassels to advise that Motion had discontinued operations and a representative could drop off boxes with the business records of Motion the following week. The Receiver advised Bridge Law that it needed to know the location of the server as it required immediate access to the server to image it. On May 31, 2021, Bridge Law emailed the Receiver "that there weren't any servers but there may have been a laptop."¹¹ Mr. Dhindsa subsequently confirmed in his affidavit sworn June 3, 2021 that the sole laptop had gone missing in summer or autumn of 2020.¹² A copy of Mr. Dhindsa's June 3, 2021 affidavit is attached as Appendix "G", with a section of Exhibit A to such affidavit included.

⁹ Email exchange between Rana and N. Goldstein of KSV dated May 27, 2021, Compendium of the Receiver dated September 24, 2021 ("**Compendium**") at Tab A.

¹⁰ Rana's business VISA credit card statement dated September 17, 2018, Compendium at Tab B.

¹¹ Email from C. Bowman to N. Goldstein and N. Levine dated May 31, 2021, Compendium at Tab C.

¹² Affidavit of Baldev Dhindsa, sworn June 3, 2021 (the "**Dhindsa Affidavit**"), Appendix G, at para 13.

3. On June 4, 2021, following the issuance of the Receiver's report on the challenges of obtaining information from Motion, the Court issued an order (the "Motion Order"):
 - a) authorizing the Receiver to examine under oath all current and former contractors, employees and directors and officers of Motion; and
 - b) requiring Motion to disclose the location of any of its electronic records.
4. A copy of the Motion Order is attached hereto as Appendix "H".
5. Since the issuance of the Motion Order, the Receiver has been provided with a single banker's box of Motion's records, Motion's bank statements, certain accounting records from Motion's accountant and access to email records of Motion. On July 21, 2021, the Receiver conducted an examination of Mr. Dhindsa.

3.5.2 ASR

1. Shortly after the Receiver's appointment, all of the ASR staff, including the accountant who had previously assisted with preparation of the financial statements, tendered their resignations. While the Receiver has retained two former employees to assist with asset sales, the process was initially delayed while the Receiver worked to gain access to information without the assistance of the office staff.
2. On July 30, 2021, the Receiver attempted to examine Rana under oath. At the examination, Rana refused to take an oath and adjourned the examination to seek directions from the Court. The full background regarding the examination is provided in the Receiver's Third Report to Court dated August 3, 2021, which is attached as Appendix "I", without appendices.
3. On August 4, 2021, the Honourable Justice Koehnen issued an endorsement requiring Rana to attend an examination under oath (the "August 4 Endorsement"). The August 4 Endorsement is attached as Appendix "J".
4. On August 19, 2021, the Receiver conducted an examination of Rana.

4.0 Findings

4.1 Principal Findings

1. A summary of the Receiver's key findings is provided below:
 - a) Rana was actively engaged with the set-up and operation of Motion to the detriment of the efforts to sell the Trucking Business, including:
 - i. representing or permitting an ASR employee to represent that Motion was "a wholly owned subsidiary of ASR";
 - ii. attempting to secure business for Motion from several of RGC's customers, including Ford Motor Company, which was ASR's largest customer, and Ventra Plastics, which was ProEx's largest customer;

- iii. causing RGC to transfer 13 vehicles to Motion, 3 of which were subsequently transferred to another company beneficially owned by Rana;
 - iv. permitting ASR vehicles and fuel cards to be used to support Motion's business; and
 - v. providing material support to Motion through his sons in the form of labour and capital; and
 - b) consistent with the Arbitrator's findings, Rana delayed the sale of the Trucking Business. Based on the findings above, the Receiver believes this was at least in part in an attempt to further his efforts to transfer business to Motion. Had the Trucking Business been sold in the manner contemplated by the Settlement Agreements in 2019, the Receiver believes, consistent with the evidence from Rana and Paul, that the Trucking Business would have been sold as a going concern. Instead, it was sold during the receivership on a liquidation basis, which in all likelihood represents a significant deterioration of value, as discussed further below.
2. Over the course of its investigation, the Receiver asked Rana to provide further evidence to address the issues identified by the Arbitrator and the Court and the Receiver independently reviewed the Information to corroborate Rana's denials of the allegations. Following his August 19, 2021 examination, Rana's counsel agreed to provide any further information to the Receiver by September 9, 2021, and on September 22, 2021 advised the Receiver that there was nothing Rana wished to bring to the Receiver's attention.¹³ At the examination, Rana also provided several undertakings to provide additional information in response to questions asked by the Receiver which he responded to on September 22, 2021.
3. The Receiver has not identified any evidence to support Rana's denial of the allegations.
4. Further details regarding these findings and other findings by the Receiver are provided below.

4.2 Motion

1. Motion was incorporated in 2018. The corporate profile lists Mr. Dhindsa as the sole director.¹⁴ Mr. Dhindsa testified that that many friends and members of his community, including Rana, are involved in the trucking industry.¹⁵

¹³ Refusals and Undertakings Chart from the Examination of Rana Randhawa on August 19, 2021 and Accompanying Productions response 19, Compendium at Tab D.

¹⁴ Corporate Profile Report re Motion Transport Ltd., current to September 22, 2021, Compendium at Tab E.

¹⁵ Transcript from Examination of Baldev Dhindsa dated July 21, 2021 ("**Examination of Dhindsa**") at p. 34, qq. 145, Compendium at Tab F.

2. Mr. Dhindsa maintained that he is the sole officer and shareholder of Motion and that Rana has no involvement in Motion. At the same time, Mr. Dhindsa had limited knowledge of the operations of Motion and was unable to explain how his business functioned on a day-to-day basis or identify the names of the parties with whom his business regularly interacted.¹⁶ Based on the evidence reviewed, the Receiver has confirmed substantial connections between Rana and Motion as described below.
3. The Receiver has not, at this time, determined or quantified benefits to Rana from his activities with Motion, but notes that Motion's total revenue disclosed to the Receiver for the period 2019-2020 was approximately \$350,000.¹⁷

4.2.1 Corporate Opportunities

1. The Receiver's investigation has confirmed that ASR, at the direction or with the knowledge of Rana, actively solicited business for Motion at the expense of RGC and in particular, ProEx, a business that was operated by Paul.
2. From a review of ASR's books and records, the Receiver identified several documents that support this finding. For example:
 - a) Ventra Plastics: on August 10, 2018,¹⁸ Tony Colvin, on behalf of ASR, sent an email to Kimberly Garcia, a representative of Ventra, ProEx's only client, with the subject "FW: ASR & Motion Prices for Ventra." A copy of the email is provided below.

From: tony@asrtransport.com <tony@asrtransport.com>

Sent: Friday, August 10, 2018 3:50 PM

To: Kimberly Garcia <kgarcia@FLEXNGATE-MI.com>

Subject: FW: ASR & Motion prices for Ventra

Hi Kim, please see attached 2 quotes, one for ASR Transport and the second for Motion Logistics Transport, which is a wholly owned subsidiary of ASR. Both quotes are in CDN funds.

Also please note that ProEx Logistics no longer part of or has anything to do with ASR Transport, and that Paul Randhawa is no longer with ASR.

Let me know if you are any questions.

Would appreciate your feedback as to how the rates look

Thanks

Tony Colvin

ASR Transportation
2896 South Sheridan Way, Suite 300
Oakville, ON, L6J 7G9
Phone : 905-829-4277

¹⁶ Examination of Dhindsa at p. 16, 17, 27-28, 66 qq. 55, 58-59, 111-113, 281, Compendium at Tab F.

¹⁷ Dhindsa Affidavit, Appendix G, Exhibit "A" at Tab 1-E, "Sales Report".

¹⁸ Email chain among K. Garcia, D. Rawn, and T. Colvin dated November 27, 2018, Compendium at Tab G.

Mr. Colvin provided Ms. Garcia with two quotes for a potential engagement, which he described in the body of the email as follows: "one for ASR Transport and the second for Motion Logistics Transport, which is a wholly owned subsidiary of ASR" (emphasis added). Mr. Colvin also notes in the email that Paul and ProEx, a company managed by Paul, are no longer affiliated with ASR.

Ms. Garcia responded to Mr. Colvin's email on August 21, 2018 and requested more information about Motion (and not ASR). On August 24, 2018, after several further emails relating to Motion's operations, Rana sent a Webex invitation to Ms. Garcia¹⁹ and, subsequently, an invitation for an in-person meeting between Rana, Mr. Colvin and Ms. Garcia, which was scheduled to take place in Michigan on September 24, 2018.²⁰

In November of 2018, Ms. Garcia and Mr. Rawn engaged in further email correspondence, with Rana on copy, wherein they discussed operational delays being incurred by Motion and did not discuss ASR or RGC at all.

At his examination, Rana was unable to explain why Motion was described as a wholly-owned subsidiary of ASR. He indicated that Mr. Colvin may have been working as an independent salesperson (from his ASR email account) and soliciting lanes on behalf of multiple carriers.²¹ The Receiver has found no evidence that Mr. Colvin worked for Motion. Rana also took the position, among other things, that because the October Minutes had not been signed in August 2018, his emails were appropriate.²²

- b) Ford: In an email dated March 15, 2019,²³ a truckload buyer for Ford Motor Company emailed Mr. Dhindsa, with Rana on copy, to advise that she would like to visit Motion's facility and better understand its ownership structure before bringing on Motion as a carrier. A copy of the email is provided below.

¹⁹ Webex Invite from Rana to K. Garcia dated August 24, 2018, Compendium at Tab H.

²⁰ In Person Meeting Invite from T. Colvin to Rana and K. Garcia dated September 24, 2018, Compendium at Tab I.

²¹ Transcript of Examination of Rana Randhawa dated August 19, 2021 ("**Examination of Rana**") at pp.124-127, qq. 384-390, 394, Compendium at Tab J.

²² Examination of Rana Randhawa at pp.126-127, q. 394, Compendium at Tab J.

²³ Email from K. Verstraete to B. Dhindsa and Rana dated March 15, 2019, Compendium at Tab K.

To: Baldev Dhindsa[Baldev.Dhindsa@outlook.com]
Cc: Rana Randhawa[rana@asrtransport.com]
From: Verstraete, Katlyn (K.)[kverstr3@ford.com]
Sent: Fri 3/15/2019 2:03:50 PM (UTC)
Subject: RE: Carrier Survey

Good morning-

Prior to bringing Motion Transport on as carrier, we would like to visit the facility to see the equipment and dispatch. We would also like a better understanding of the ownership structure.

Thank you,

Katlyn Verstraete
Transportation/Truckload Buyer
Ford Motor Company
kverstr3@ford.com
Desk: 313-390-6414
Cell: 313-618-0576

TPO... "The positive GO TO people in purchasing that creatively solve problems and deliver excellent data driven results to our customers."

From: Baldev Dhindsa <Baldev.Dhindsa@outlook.com>
Sent: Wednesday, February 27, 2019 5:01 PM
To: Verstraete, Katlyn (K.) <kverstr3@ford.com>
Subject: Carrier Survey

At his examination, Rana explained that the Ford representative may have copied him because Motion had given Ford his email address.²⁴ Rana's explanation does not address why he was added into an email chain seeking further information on the ownership structure, the equipment or the dispatch of Motion.

The Receiver notes that Ford was ASR's largest customer.²⁵

4.2.2 Sale of Assets to Motion

1. As noted in the Decision, the Arbitrator made findings regarding the transfer of assets between ASR and Motion. The Receiver has investigated the asset transfers by reviewing the relevant records, examining the transfer prices and interviewing the parties involved in the transfers.
2. The Receiver conducted a search of Ministry of Transportation of Ontario records, which revealed that between September 10, 2018 and September 20, 2019, RGC sold and Motion ultimately acquired, thirteen tractors or trailers (the "Impugned Vehicles") which are identified within Tab L of the Compendium.²⁶
3. Of the Impugned Vehicles purchased by Motion, two were purchased directly and the remainder purchased through intermediaries. Six of the Impugned Vehicles were registered as being transferred to Motion on the same day that they were sold by ASR.

²⁴ Examination of Rana at pp. 79-81 qq. 243-248, Compendium at Tab J.

²⁵ Examination of Rana at pp. 12-13 q. 21, Compendium at Tab J.

²⁶ Identification of 13 Impugned Vehicles, Compendium Tab L.

4. In Rana's affidavit filed in connection with Paul's *ex parte* motion to appoint an inspector, Rana gave evidence that he had "no involvement in Motion"²⁷ and that he did not discuss with any of the intermediary purchasers to whom they intended to sell the Impugned Vehicles.²⁸ Rana maintained this position during his examination.²⁹
5. However, on September 1, 2021, a representative of the Receiver spoke with Mr. Watt, the founder of Next Truck, who advised that in 2019, Rana requested that Next Truck act as an intermediary for a sale of a vehicle from ASR to Motion.
6. The Receiver did not engage an appraiser due to its limited budget and the limited data available, but requested that McDougall, the party that is selling RGC's equipment in accordance with the ASA Agreement, provide an estimate of the fair market value of the Impugned Vehicles at the time they were transferred from ASR to Motion. McDougall advised that the Bills of Sale were missing key information normally reflected, including the number of kilometers per vehicle, but, based on the information available, in every case, in their view, the Impugned Vehicles likely had a higher fair market value than their selling price. The Receiver would require additional information and the formal assistance of additional professionals to reach a definitive conclusion on fair market value.

4.2.3 Sale of Assets by Motion

1. Two of the Impugned Vehicles were repurchased by ASR and three were purchased by 2760111 Ontario Ltd. ("276"), an entity beneficially owned by Rana. Rana has provided the Receiver with a trust document that confirms he owns the beneficial interest in 276.³⁰ A summary of these transactions is provided within Tab N of the Compendium.³¹
2. In July 2021, the Receiver was contacted by Next Truck to advise that Rana had asked for assistance with the sale of three trailers that were owned by 276 (and previously owned by Motion). The Receiver and Rana ultimately agreed to a consent order which prohibited Rana from selling assets previously owned or operated by Motion or ASR without the consent of the Receiver. The Receiver believed that this order was necessary to maintain the status quo during the investigation.

²⁷ Affidavit of Rana Randhawa sworn July 31, 2020 (the "**Rana's July 31, 2020 Affidavit**") at para. 8, Compendium at Tab M.

²⁸ Rana's July 31, 2020 Affidavit at para 33, Compendium at Tab M.

²⁹ Examination of Rana at pp. 58-61 qq. 170-180, Compendium at Tab J.

³⁰ Refusals and Undertakings Chart from the Examination of Rana Randhawa on August 19, 2021 and Accompanying Productions at Tab C, Compendium at Tab D.

³¹ Transaction Summary re Impugned Vehicles, Compendium Tab N.

3. In his examination, Rana testified that he is the beneficial owner of 276, a corporation formed with Andre Chin for the purpose of leasing trailers. The Receiver has asked for production of the corporate documents related to 276, but understands that Rana holds no formal position with the company and that the shares are legally owned by Mr. Chin. According to Rana, Mr. Chin is not currently receiving any payment from 276, but their agreement provides that Mr. Chin will operate the company and Rana will be the beneficial owner. Rana further advised that 276 is not operating at this time.³²
4. Rana's evidence is that these vehicles acquired by Motion (and later 276) were unnecessary at ASR and required maintenance. He was unable to explain why the same assets would be beneficial to 276 if they were uneconomical to maintain at ASR or Motion.³³
5. With respect to the vehicles sold from ASR to Motion and back to ASR, Rana testified that he determined that ASR would require these vehicles and approached the reseller to cancel the proposed sales. He did not explain why the trucks had been registered to Motion and were transferred back to ASR.³⁴

4.2.4 Direct Involvement of Rana and His Contacts in Motion's Business

1. The Receiver has identified evidence that Rana directed, facilitated or was otherwise involved in the operations of Motion both directly and through his family and business contacts.
2. Notwithstanding the fact that Motion and ASR used the same vehicles and had similar customers, Rana maintained that Motion was not a competitor of ASR.³⁵
3. The Receiver's relevant findings are as follows:
 - a) Rana Randhawa's Authorization to Act for Motion: In an undated letter from Mr. Dhindsa, on behalf of Motion, to Service Ontario, Mr. Dhindsa requested that Rana be granted authorization for licensing purposes to act on Motion's behalf to register an Ontario license for vehicles identified as VIN 1M1AW07Y8DM031638 and VIN 4V4NC9GF16N446881, respectively.³⁶ In an unsigned letter dated December 20, 2019 from Mr. Dhindsa, on behalf of Motion, to Service Ontario, Mr. Dhindsa requested that Rana be granted authorization for licensing purposes to act on Motion's behalf in respect of a vehicle identified as VIN 3AKJGLDV2FSGF9918. A copy of one of these letters is provided below:

³² Examination of Rana at pp. 45-49, qq. 115-129, Compendium at Tab J.

³³ Examination of Rana at pp. 44-45, 59 qq. 110-112, Compendium at Tab J.

³⁴ Examination of Rana at pp. 38-39 q. 85, Compendium at Tab J.

³⁵ Examination of Rana at p. 65, q. 192, Compendium at Tab J.

³⁶ Undated Letter from Mr. Dhindsa to Service Ontario, Compendium at Tab O. The vehicles in this letter are two vehicles that were transferred from ASR to Motion, further undermining Rana's statements that he was unaware of the ultimate purchasers of the vehicles.



7 Islington Drive,
Brampton, ON L6P 3A6
T (905) 339-4333
F (905) 339-4334

20/12/19

SERVICE ONTARIO: To whom this may concern,

This document gives Rana Randhawa authorization to act on our behalf for Ontario licensing purposes for a 2015 Freightliner Cascadia VIN#3AKJGLDV2F5GF9918.

Regards,

Baldev Dhindsa, President/Ceo
MOTION TRANSPORT LTD.

At his examination, Rana denied any recollection of these letters.³⁷ The Receiver cannot confirm that either of these letters were provided to Service Ontario. However, the first letter, along with Motion documents from the United States Department of Transportation,³⁸ was found on Rana's smartphone following the Receiver's collection and review of data pursuant to the Protocol.³⁹

- b) Subeet Randhawa's Role at Motion and ASR: During his examination under oath, Mr. Dhindsa described Subeet's role at Motion during his employment from November of 2019 until August 2020. In particular, Mr. Dhindsa testified that Subeet managed much of Motion's paperwork and, excluding Mr. Dhindsa, was the only employee authorized to buy and sell vehicles on Motion's behalf at the time he worked for Motion.⁴⁰

³⁷ Examination of Rana at pp. 96-97, 100-101 qq. 303-310, 320-325, Compendium at Tab J.

³⁸ US Department of Transportation Authorization dated January 24, 2019, Compendium at Tab P.

³⁹ Metadata report downloaded from Relativity on September 12, 2021, Compendium at Tab Q.

⁴⁰ Examination of Dhindsa, p. 29-30, 69 qq. 119, 121, 296-298, Compendium at Tab F.

One of the red flags identified by the Arbitrator was the fact that Subeet had not been paid by Motion for his services. However, Motion's bank records show that Motion issued two cheques to Subeet, one in the amount of \$8,190 for pay and one in the amount of \$5,527.78 for "repair remit".⁴¹ The Receiver notes that these cheques were issued following Subeet's examination in the arbitration proceedings.⁴² ASR also paid a salary to Rana's sons Subeet and Nimrat, during this time, but Rana provided evidence that these payments were consistent with past practice and unrelated to Motion.⁴³

- c) Nimrat Randhawa's Loan to Motion: In 2019, Rana's son, Nimrat, loaned Motion approximately \$30,000 in cash to help fund Motion's operations. Mr. Dhindsa testified that Nimrat did not charge any interest on the loan and, although Nimrat's request for payment had ceased over a year ago, the loan remained outstanding.⁴⁴

In his examination, Rana confirmed that the money in his son's account was his money and that his son had asked for his advice or permission before making the loan to Motion.⁴⁵ Rana also confirmed that Nimrat is 20 years old (meaning that at the time of the loan, he would have been approximately 18 years old).⁴⁶

Notwithstanding Mr. Dhindsa's evidence that the loan was never repaid, Motion's banking records reflect a bank draft to Nimrat Randhawa in the amount of \$46,000 on June 29, 2020.⁴⁷ The distribution was made to Nimrat on the same day that 276 wrote a cheque for \$44,974 to Motion for the purchase of three trailers. The Receiver does not know why Motion would have made a payment to Nimrat other than as repayment of the outstanding loan. The Receiver also notes that 276's bank records show a deposit of \$46,000 to 276 on July 2, 2020 and a further cheque to Nimrat on August 21, 2020, also in the amount of \$46,000.⁴⁸

⁴¹ Email chain among Rana and MDP Accountants re "RANA and FAMILY 2020 TAX DOCUMENTS" dated April 28-29, 2021, Compendium at Tab R; Cheques #95 and #96 from Motion to Subeet Randhawa, Compendium at Tab S.

⁴² The Cheques in the Compendium at Tab S are dated August 28, 2020 while Subeet Randhawa was examined on August 25, 2020.

⁴³ Affidavit of Rana Randhawa sworn August 16, 2020 at para 6 and Exhibit "A", Compendium at Tab T; T4 Statement of Remuneration Paid to Nimrat Randhawa for year 2020, Compendium at Tab U.

⁴⁴ Examination of Dhindsa at pp. 22-24, 26 qq. 78-80, 85-88, 100-102, Compendium at Tab F. Mr. Dhindsa testified that the loan was made in cash (Examination of Dhindsa at p. 24, qq. 86-90, Compendium at Tab F), but Rana provided evidence that the loan was made by cheque (Refusals and Undertakings Chart from the Examination of Rana Randhawa on August 19, 2021 and Accompanying Productions at response 11, Compendium at Tab D). The Receiver cannot confirm this based on the current Motion records.

⁴⁵ Examination of Rana at p. 153 qq. 497-502, Compendium at Tab J.

⁴⁶ Examination of Rana at p.150, qq. 480-482, Compendium at Tab J.

⁴⁷ Cheque dated June 29, 2020 from Motion Transport Ltd. to Nimrat Randhawa, Compendium at Tab V.

⁴⁸ Bank Records of 276011 Ontario Ltd., located at Refusals and Undertakings Chart from the Examination of Rana Randhawa on August 19, 2021 and Accompanying Productions at Tab B, Compendium at Tab D.

- d) Maryam Tehrani's Role at Motion: Maryam Tehrani was an employee of ASR who departed and then returned to ASR in 2018, around the time that Motion was incorporated.⁴⁹ The Receiver located a business card for Ms. Tehrani which identifies Ms. Tehrani as the CFO of Motion, a copy of which is found within Tab W of the Compendium.⁵⁰ When presented with this business card during his examination under oath, Mr. Dhindsa testified that he had never seen the business card or heard of Ms. Tehrani, that he believed the email address on the business card to be invalid.⁵¹

At his examination, Rana denied any knowledge of Maryam's involvement in Motion.⁵²

4.2.5 Use of ASR Corporate Resources

1. The Receiver confirmed that ASR permitted the use of ASR resources for Motion's benefit. By way of example:
 - a) Mr. Rawn provided sworn evidence as to his understanding that ASR fuel cards were used to fuel Motion trucks, at Rana's authorization.⁵³ This further supports the findings in the PI Report which found that Subeet fueled a Motion vehicle at a gas station at around the same time that an ASR gas card was used at that gas station.⁵⁴
 - b) In an email dated June 17, 2019 to Mr. Rawn from an employee of a warehousing company used by ASR⁵⁵, the employee expresses that he understood "that there are 3 new trailers for Motion Transport" in its storage yard and that "they will be there for several months." Mr. Rawn, with Rana on copy, replied that storage of Motion's trailers should be invoiced to ASR.
 - c) Mr. Rawn provided sworn evidence that, at Rana's instruction, he would sometimes assist Subeet in operating Motion because Subeet did not know how to manage a trucking business.⁵⁶ By way of limited example, the Receiver uncovered an email dated January 10, 2020⁵⁷ between Subeet, on behalf of Motion, and a Motion customer relating to an upcoming engagement, on which Mr. Rawn is copied notwithstanding that the correspondence was entirely unrelated to ASR.

⁴⁹ Examination of Rana at pp. 158-159 qq. 521-523, Compendium at Tab J.

⁵⁰ Motion Transport Ltd. business card stating "Maryam Tehrani, C.F.O.", Compendium at Tab W.

⁵¹ Examination of Dhindsa at pp. 13-15 qq. 34-45, Compendium at Tab F.

⁵² Examination of Rana at p. 160, qq. 527-529, Compendium at Tab J.

⁵³ Affidavit of David Rawn sworn September 18, 2021 (the "**Rawn Affidavit**"), at para 7, Compendium at Tab X.

⁵⁴ Affidavit of D. Colbourn sworn June 26, 2020 at Appendix A, p. 207, Compendium at Tab Y.

⁵⁵ Email dated June 17, 2019 from D. Rawn to D. Hubner of Krewcorp, Compendium at Tab Z.

⁵⁶ Rawn Affidavit, para 5, Compendium at Tab X.

⁵⁷ Email dated January 10, 2020 from D. Rawn to D. Robertson and Dispatch at Motion, Compendium at Tab AA.

- d) An email dated February 28, 2020⁵⁸ from an employee of a maintenance company to accounts@asrtransport.com attaches an invoice that includes charges for services performed on a vehicle registered to Motion. At his examination, Rana offered the explanation that the invoice was likely rendered in error.⁵⁹
- e) Rana gave evidence that, beginning in or around March of 2020, ASR permitted one of its drivers, Narinder Singh, to work for Motion while receiving a salary from ASR. Rana advised that he permitted Mr. Singh to remain on ASR's payroll due to complications associated with maintaining Mr. Singh's working visa and, further, that the salary that ASR paid Mr. Singh during this period was a loan that Mr. Singh would be required to repay, which was memorialized in a loan agreement.⁶⁰ The loan agreement was entered into on June 20, 2020, months after Mr. Singh received the payments from ASR, and made no reference to any of the payments that Mr. Singh had already received. From a review of Motion's records, it appears that Mr. Singh's company, 9733771 Canada Inc., was issued cheques for "pay" as early as December 2019. However, the Receiver has not been able to confirm if Mr. Singh ever repaid the purported loan from ASR.
- f) Rana gave evidence that ASR lent a truck to Motion for use by Mr. Singh on Motion's behalf without receiving any compensation from Motion.⁶¹
- g) An email dated May 1, 2020⁶² from Motion to a customer attached two invoices for services rendered by Motion in respect of which Motion was to receive payment. The first invoice⁶³ listed the trailer utilized by Motion as Trailer #R53003, which trailer belonged to ASR, and the driver utilized by Motion as "Branden", which is believed to be Branden Goncalves, another of ASR's drivers. The second invoice⁶⁴ lists the truck and trailer utilized by Motion as Truck #191 and Trailer #R53003, respectively, both of which belonged to ASR, and the driver utilized by Motion as Narinder Singh. The carrier listed on the invoice was ASR and not Motion. At his examination, Rana explained that because the truck had an ASR decal on the side, the paperwork may have been completed incorrectly.⁶⁵
- h) Mr. Rawn advised the Receiver that he frequently observed Nicolas Peet, one of ASR's drivers, driving an ASR truck on Motion's behalf.

⁵⁸ Email dated February 28, 2020 from F. Sowdagari of Snap Diesel Emission to ASR's accounts department, Compendium at Tab BB.

⁵⁹ Examination of Rana at pp. 103-106 qq. 331-340, Compendium at Tab J.

⁶⁰ Loan Agreement dated June 20, 2020 between ASR and Narinder Singh, Compendium at Tab CC.

⁶¹ Rana's July 31, 2020 Affidavit at paras. 84-85, Compendium at Tab L; Examination of Rana, pp. 93-94 q. 297 Compendium at Tab J.

⁶² Email from Motion's Accounts Department to gppod@flstransport.com dated May 1, 2020 ("**May 1, 2020 Motion Accounts Email**"), Compendium at Tab DD.

⁶³ May 1, 2020 Motion Accounts Email, attachment M0305, Compendium at Tab EE.

⁶⁴ May 1, 2020 Motion Accounts Email, attachment M0304, Compendium at Tab FF.

⁶⁵ Examination of Rana at pp. 94-95 qq. 298-300, Compendium at Tab J.

2. The Receiver put these findings to Rana and he was unable to provide any reasonable explanation. The Receiver notes that each of these examples relates to small dollar value items, but they demonstrate a pattern of using ASR resources to the benefit of Motion, while Rana and Paul were supposed to be selling RGC.

4.3 Delay in the Sale of the Trucking Business

1. The Investigation Mandate extends to, among other things, investigation of the matters raised before the Arbitrator, including the reasons for the delay in the sale of the Trucking Business. The Arbitrator found that “Rana has perpetuated a lack of transparency into the operations of ASR, and lack of good faith into providing the financial, operational and other relevant information required to secure the sale of the Trucking Business.”⁶⁶
2. After reviewing the Court Materials, the Receiver independently investigated and made the following determinations:
 - a) the major impediment to selling the Trucking Business as a going concern was the failure to timely complete financial statements and tax returns required by potential brokers for the business;⁶⁷
 - b) from the time of the execution of the October Minutes, the RGC office, which worked under Rana’s day-to-day supervision, had the responsibility for completing the financial statements;⁶⁸
 - c) notwithstanding Paul’s understanding that the RGC office would be completing the financial statements, Paul repeatedly attempted to engage with the RGC office and RGC accountants to finalize the financial statements;⁶⁹
 - d) the Receiver gave Rana the opportunity to provide any evidence that he was not responsible for the delay in providing the financials and related tax returns and that he was working to expeditiously complete such documents; and
 - e) the Receiver believes that rather than attempting to advance the sale of ASR, Rana was working to sell assets from ASR to Motion and transfer business from ASR to Motion.

⁶⁶ October Award, Appendix F to Report, at para 293.

⁶⁷ Examination of Rana at pp. 206-210, qq. 657-659, Compendium at Tab I; Affidavit of Paul Randhawa sworn June 26, 2020 (“**Paul’s June 26, 2020 Affidavit**”), at paras 7-9, Compendium at Tab GG.

⁶⁸ See Letter from Kreaden to Lessman dated October 29, 2018 which sets out Paul’s understanding in this regard and, as far as the Receiver can tell, was not disputed by Rana at the time, Paul’s June 26, 2020 Affidavit at Exhibit 12, Compendium at Tab GG.

⁶⁹ Paul’s June 26, 2020 Affidavit at Exhibits 15, 16 and 17, Compendium at Tab GG.

3. In response to the allegations by Paul and the findings made by the Arbitrator, Rana testified that: (a) following entry into the October Minutes, he instructed his accountants to complete the financials for ASR and 222 (a real estate holding company), but that Paul had refused to sign the documents; and (b) the companies for which Paul was responsible had failed to file taxes for many years; in some instances, according to Rana, tax returns had never been filed.⁷⁰
4. The Receiver asked Rana to provide any evidence or direct the Receiver to documents that show that Paul was responsible for the delay in preparing the financial statements following entry into the Minutes of Settlement, but other than the statement that it was Paul who refused to sign the financials, Rana has not provided any evidence on this point.⁷¹
5. The evidence including the documents attached as Tab DD to the Compendium⁷² support Paul's position that he historically relied on RGC's staff to complete the financial statements for ProEx, but that following the October Minutes, he was unable to obtain timely information from the office staff. In an email dated January 9, 2019, Rana's counsel confirms to Paul's counsel that it is the obligation of RGC to prepare financial statements and tax returns for all RGC entities.⁷³
6. In response to Rana's assertion that Paul refused to sign off on ASR's 2018 financial statements, the Receiver made inquiries of Paul, who directed the Receiver to his Affidavit sworn on August 10, 2020 in which at paragraph 9 (e) states as follows "I do not know how Rana's personal expenses that ultimately were agreed to be Unequal Benefits pursuant to the UB Minutes have been accounted for in the books and records, which of course needs to be addressed in order to finalize financial statements for the sale of the RGC Trucking Business".⁷⁴
7. Had Rana been working in good faith to sell the business as required by the October Minutes, the Receiver is of the view that the business could have been sold within six months of the October Minutes.

⁷⁰ Examination of Rana at pp. 162-165 qq. 541-543, Compendium at Tab J.

⁷¹ Examination of Rana at pp. 162-165, 206-210 qq. 541-543, 657-659 Compendium at Tab J.

⁷² Paul's June 26, 2020 Affidavit at paras 32 to 43, Compendium at Tab GG.

⁷³ Paul's June 26, 2020 Affidavit at Exhibit 17, Compendium at Tab GG.

⁷⁴ Affidavit of Paul Randhawa sworn August 10, 2020 at paragraph 9(e), Compendium at Tab HH.

5.0 Initial Damages Considerations

1. For purpose of this Report only, the Receiver provides the following preliminary observations regarding the potential diminution in value as a result of the delay in the sale and the diversion of assets to Motion. Due to budget constraints, the Receiver has not at this time engaged an independent valuations expert to value the Trucking Business as of October 2018. The Receiver understands that such a valuation would cost between \$30,000 and \$40,000.
 - a) For purposes of this analysis, the Receiver assumes that the assets and opportunities diverted to Motion would have been included in the value of ASR as of the date of the October Minutes.
 - b) The Receiver consulted with the valuations group at the Receiver's firm and understands that trucking businesses of this size are typically valued based on a multiple of EBITDA, subject to certain adjustments.
 - c) The Receiver is in possession of unaudited financial statements prepared by ASR and ProEx's external accountants for the years ended September 30, 2017 ("Fiscal 2017") and 2018⁷⁵ ("Fiscal 2018"). The statements reflect EBITDA of approximately \$1.3 million for Fiscal 2017 and \$925,000 for Fiscal 2018. The Receiver understands that there are personal expenses totaling at least \$350,000 for each fiscal year included in EBITDA that would be required to be adjusted in order to calculate maintainable EBITDA.⁷⁶ Additional work will be required to update the financial statements and permit the Receiver to obtain a valuation as of October 2018.
 - d) The Receiver is currently conducting a claims process to identify the claims against RGC. Based on ASR's records, the Receiver expects that there will be between \$1 million to \$1.5 million to distribute to ASR's shareholders, which could increase based on realizations on accounts receivable, shareholder loans and/or the results of the claims process.
 - e) Rana is of the view that the value of ASR increased since 2017/2018 due to additional vehicles purchased since 2017/2018.⁷⁷ As set out above, the Receiver believes that a going concern sale in 2018 would have returned more value than a liquidation sale.

⁷⁵ As noted above, the 2018 financial statements were not finalized.

⁷⁶ Subject to preliminary review and further analysis.

⁷⁷ Refusals and Undertakings Chart from the Examination of Rana Randhawa on August 19, 2021 and Accompanying Productions response 13, Compendium at Tab D.

2. Upon conclusion of the claims process and the auction, and with the information from an independent valuator, the Receiver will be better positioned to make a recommendation on the costs and benefits of commencing litigation.
3. In light of the fact that the Receiver anticipates making distributions in an amount necessary to satisfy all creditors, the shareholders of the business are expected to be the only parties with a remaining interest in the proceeds of the liquidation and any claims owned by RGC. Given that the potential claims (described below) would be brought against Rana and other parties, the Receiver believes that Paul is likely the party with the economic interest in the outcome of the RGC Causes of Action and his views on such claims should be considered.

6.0 Potential Causes of Action and Remedies

6.1 Potential Causes of Action

1. In order to address the harm to RGC arising from the dissipation of assets and the delay in the sale of RGC, the Receiver has considered the potential causes of action available.
2. Breach of Fiduciary Duty. Under the OBCA, directors have an obligation to act in best interest of the corporation. More specifically, a director of a corporation may not, without the approval of the corporation, usurp an opportunity or advantage of the corporation, either directly or indirectly. The Receiver is of the view that, based on the facts outlined above, the corporation can assert a claim against Rana in connection with his diversion of assets and corporate opportunity to Motion. In the alternative, this claim may be available to Paul under section 246 of the OBCA.
3. Oppression. The oppression remedy prescribed under section 248 of the OBCA outlines the following grounds on which an oppression remedy can be sought:

248(2) Where, upon an application under subsection (1), the court is satisfied that in respect of a corporation or any of its affiliates,

(a) any act or omission of the corporation or any of its affiliates effects or threatens to effect a result;

(b) the business or affairs of the corporation or any of its affiliates are, have been or are threatened to be carried on or conducted in a manner; or

(c) the powers of the directors of the corporation or any of its affiliates are, have been or are threatened to be exercised in a manner,

that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer, the court may make an order to rectify the matters complained of.

Based on the facts set out above, the Receiver believes that the Receiver on behalf of RGC, may assert an oppression claim to recover any value lost during the delay in the sale of the Trucking Business. In the alternative, Paul may assert claims as a security holder.

4. Transfer at Undervalue. Section 96 of the *Bankruptcy and Insolvency Act*⁷⁸ permits a trustee in bankruptcy to declare a transfer at undervalue void as against the trustee and permits the trustee to seek recovery from the party to the transfer or any other party “privity” to the transfer. Should ASR become bankrupt, potential claims against Motion, as the transferee and Rana, as a party privity to the transfers, could be asserted.⁷⁹ Similar actions may be available under the *Fraudulent Conveyances Act* or the *Assignments and Preferences Act*.

At this time, the Receiver is not seeking authority to commence these actions. If the Receiver later determines that RGC is insolvent or was insolvent at the time of the transaction and that the vehicles were transferred at undervalue, the Receiver may take steps in that regard, or seek further direction from the Court.

6.2 Potential Resolutions

1. In order to recover the value that would have otherwise been available to RGC if the Trucking Business was sold as a going concern shortly following the October Minutes, the Receiver has identified three options:
 - a) Litigation: If authorized by the Court, the Receiver could commence one or more of the claims described above. While the Receiver believes the claims to be meritorious, there is inherent risk in litigation. Moreover, the Receiver would require any amounts in excess of those required to pay unsecured claims to be held back in order to fund the costs of any litigation, including any potential costs awards.
 - b) Sale Process: Consistent with the Sale Mandate, the Receiver could engage in a sale process with respect to the claims owned by RGC. The Receiver notes that this process may allow Rana, Motion and any other defendants to put a price on the potential risk in litigation and may allow a settlement of the claims based on the market available for the RGC Causes of Action. However, given that certain claims may be available to Paul, any such process would likely require a settlement or release of claims owned by Paul.
 - c) Mediation: Notwithstanding the acrimonious history between the parties, a mediated settlement, if possible, would avoid the time and expense of litigation. A tri-party mediation between Paul, Rana and the Receiver may be a productive use of the parties’ efforts.

6.3 Recommendation and Request for Advice and Directions

1. Based on the information available to it today, the Receiver recommends that the Court grant an order permitting the Receiver to (a) retain a valuation expert to provide an independent valuation, and (b) solicit interest from potential purchasers of the RGC Causes of Action against Rana, Motion and other parties.
2. The Receiver notes that the Sale Mandate and the Investigation Mandate are, at this stage, intertwined because the recommendations outlined herein will further the return of assets to RGC that would otherwise be captured in the Sale Mandate. The Receiver is seeking confirmation that it may use the proceeds of the Trucking Business to pay its fees and expenses in connection with the Investigation Mandate in excess of the

⁷⁸ *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

⁷⁹ Claims will need to be assessed on an entity by entity basis.

\$150,000 previously funded by Paul. As noted above, the Receiver and its legal counsel have incurred approximately \$275,000 through August 31, 2021 and expect that the additional steps set out herein will require funding of approximately \$100,000.

3. While the Receiver currently expects to make distributions to shareholders, if additional claims are identified pursuant to the claims process or the sale proceeds are significantly less than expected, realization on any RGC Causes of Action will be important to creditors of RGC to ensure that the Receiver can maximize amounts available for distribution.

* * *

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 “D”



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-18-00593636-00CL DATE: 28 November 2022

NO. ON LIST: 2

TITLE OF PROCEEDING: Randhawa v. Randhawa et al

BEFORE MADAM JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Aaron Kreaden	Swinderpal Singh Randhawa	akreaden@stikeman.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Jayson Thomas	Rana Partap Sing Randhawa	jthomas@loonix.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Natalie Levine and John Picone	For the Receiver	nlevine@cassels.com jpicone@cassels.com
Robert MacDonald	Sukhdeep, Subeet & Nimrat Randhawa	rmacdonald@foglers.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. The applicant Paul Randhawa (“Paul”) seeks the following relief by his motion returnable today:
 - a. an Order that Rana Partap Singh Randhawa ("Rana") is solely responsible for all fees and expenses of the Receiver (defined below) and its counsel, such that:
 - i. any amounts previously paid from the estate of RGC (defined below) for the fees and expenses of the Receiver and its counsel shall be applied against Rana's share in the proceeds of the sale of RGC ("Rana's Share");
 - ii. any future amounts paid for the fees and expenses of the Receiver and its counsel shall be applied against Rana's Share; and
 - iii. if Rana's Share is insufficient to cover any portion of the fees and expenses of the Receiver and its counsel, such that any portion of those fees and expenses are applied to Paul's share in the proceeds of the sale of RGC, an Order requiring Rana to indemnify Paul for such amounts;
 - b. an Order requiring Rana to pay Paul's legal costs incurred in connection with the receivership on a full indemnity basis;
 - c. an Order compelling Rana to deliver the documents listed in the Notice of Examination attached at Schedule "A" (the "Examination Documents") within 20 days;
 - d. an Order that Sukhdeep Randhawa ("Sukhdeep"), Nimrat Randhawa ("Nimrat"), and Subeet Randhawa ("Subeet") (collectively, the “related parties”) each attend an Examination in Aid of Execution on dates to be chosen by Paul (the “Related Party Rule 60.18 (6) Examinations”).
2. Rana has now agreed to a consent order for the production of the Examination Documents sought by sub-paragraph 1(c) of Paul’s motion.

Rana’s Adjournment Request – Terms, Including Timelines for Certain Consent Matters

3. Rana seeks an adjournment of the relief sought in sub-paragraphs (a) and (b) of Paul’s motion that, if granted, seek to make Rana solely responsible for all of the costs of the Receiver and its counsel and all of Paul’s costs of the receivership on a full indemnity basis, which Rana estimates could lead to an order for him to pay approximately \$1.5 million (the “Costs Indemnity”). Yesterday, Rana served a motion seeking to compel the Receiver to attend a Rule 39.03 examination on the Costs Indemnity aspects of Paul’s motion. The first time that Rana indicated that he would be seeking to examine the Receiver under Rule 39.03 was not until November 18, 2022. No mention of this was made when this motion was scheduled by McEwen J. back in September of this year.
4. Although Rana suggests that this request could not be pursued under the Rules until after he had delivered his responding material on this motion, there was nothing to stop him from making the request to examine the Receiver earlier so that it could be considered as part of the scheduling of this motion. It would be disingenuous to suggest that Rana did not appreciate when this motion was scheduled that the Receiver’s report(s) were being relied upon by Paul in support of the Costs Indemnity aspect of it. The Costs Indemnity aspect of this motion had been raised on an earlier motion. Those aspects were adjourned and a consent order was signed on October 1, 2021 at that earlier return. Rana has known since then that Paul relied upon the receiver’s report(s) in support of the Costs Indemnity.
5. An order for leave to examine a court appointed officer on reports prepared for the court would be extraordinary. In response to Rana’s first suggestion on Friday November 18, 2022 that he wished to question the Receiver on the Costs Indemnity aspects of Paul’s motion, the Receiver offered on the following business day, November 21, 2022, to answer appropriate written

questions. Rana did not avail himself of this opportunity but instead persisted in his motion for leave to examine the receiver under Rule 39.03, which was served only yesterday and has not yet been filed or scheduled.

6. Needless to say, I am not impressed by the timing of this request by Rana, nor with his conduct in having not even attempted to proceed with written questions to the Receiver. It does not help matters that Rana is in default of a previous significant costs award against him arising from the arbitration proceedings, although he claims he is unable to pay these costs.
7. However, before deciding the Costs Indemnity aspects of Paul's motion that are predicated on the Receiver's fifth report (among other things, including prior orders of the court dating back to May of 2021), I will give Rana one further opportunity to avail himself of the Receiver's offer to answer written questions.
8. In the exercise of my discretion and pursuant to Rule 37.13 (1) I am granting the requested adjournment by Rana of the Costs Indemnity aspects of Paul's motion on the following terms:
 - a. Rana shall deliver his questions for the Receiver in writing by December 1, 2022.
 - b. The Receiver has agreed to respond to proper questions within one week of receiving Rana's written questions.
 - c. If, after considering the Receiver's responses, Rana still considers it appropriate and advisable to proceed with his motion for leave to examine the Receiver under Rule 39.03, he shall first deliver a fresh (or supplementary) motion record in support of such motion (notice of motion and supporting evidence that shall incorporate the exchange of written questions and answers) by no later than December 12, 2022, after which he may appear before me (at the case conference to be set during the week of December 19, 2022 per my direction in (i) below) at which time further directions will be provided concerning Rana's Rule 39.03 motion; to be clear, Rana may not proceed with this motion until it has been further vetted by me and the motion may be disposed of at the next case conference if the court is not persuaded, based on Rana's material, that the relief sought should be granted; if the motion is to be scheduled, a timetable will be set for the responding materials and anything further that may be required before it is heard.
 - d. At the same time as he delivers his written questions to the Receiver (on or before December 1, 2022), Rana shall pay \$7,500 to the Receiver to cover the anticipated up front costs of the Receiver to respond to Rana's written questions. This is without prejudice to any request for these costs to be re-allocated as between Paul and Rana at the return of the Costs Indemnity aspects of Paul's motion.
 - e. The Receiver's costs for responding to Rana's questions are not capped at this estimated amount of \$7,500. Any additional costs shall be paid by Rana at first instance, subject to re-allocation as provided for in (d) above.
 - f. Rana shall forthwith (which under the Rules means within 30 days) pay costs thrown away for today in the amount of \$2,500 to each of the Receiver and Paul in respect of Rana's adjournment request, which might have been avoided if the issue of this examination had been raised earlier and/or if Rana had availed himself earlier of the Receiver's offer to receive and answer written questions.
 - g. Rana shall (on consent) produce the Examination Documents requested by Paul's Notice of Motion at sup-paragraph 1 (c) and listed in Schedule A thereto, and shall also answer any outstanding undertakings from his previous examinations, within 20 days of today.
 - h. Rana shall forthwith pay to Paul all-inclusive costs of the motion for production of the Examination Documents in the amount of \$2,500.
 - i. The Costs Indemnity aspects of Paul's motion at sub-paragraphs 1 (a) and (b) of his Notice of Motion are adjourned to a date to be set at a case conference before me to be scheduled for 30 minutes during the week of Dec 19, 2022. Counsel are directed to request this appointment as soon as possible.

j. In the meantime, the existing preservation order shall remain in place.

The Related Party Rule 60.18 (6) Examinations

9. After hearing submissions with respect to the Related Party Rule 60.18(6) Examinations, I directed that the parties to the 2022 Action commenced by Paul who are also party to this proceeding and whose counsel were before the court today set a timetable for completing the pleadings and discoveries in that 2022 Action. The requested Related Party Rule 60.18(6) Examinations shall be completed at the same time that Paul examines those parties for discovery in the 2022 Action. That avoids a multiplicity of examinations on overlapping issues, while at the same time allows for the examinations for discovery of the related parties (and Rana) in the 2022 Action to be used for enforcement purposes in this action should that be considered to be appropriate by Paul without putting him offside of the deemed undertaking Rule 30.1. Consistent with Rule 1.04, I consider this to be the most just, expeditious proportionate and least expensive manner of proceeding, having regard to the written and oral submissions of the parties on this aspect of Paul's motion.
10. The following timetable shall apply to the parties to the 2022 Action who are before the court on this motion:
 - a. The defendants shall deliver their statements of defence by the end of this week;
 - b. The plaintiff(s)' reply, if any, shall be delivered in accordance with the Rules.
 - c. Affidavits of documents shall be exchanged within 60 days after the plaintiff(s)' reply has been delivered or the time for its delivery has expired; and
 - d. Oral examinations for discovery shall be completed by March 31, 2023.
11. To be clear, I do consider that Paul has met the requirements for an order under Rule 60.18(6) (a) to examine the related parties. I am satisfied that they may have knowledge of the matters set out in sub-rule 60.18(2). Further, I am satisfied that Paul has exhausted all means that could be reasonably expected to be pursued against Rana in the circumstances of this case by attempting to get information and documents from him directly through an, albeit less than fruitful, examination in aid of execution of Rana himself. This fits the requirements laid down by the Court of Appeal in *CIBC v. Sutton* (1981), [1981 CanLII 1886 \(ON CA\)](#), 34 O.R. (2d) 482, at paras. 4 and 5; See also *Waxman v. Waxman*, 2015 ONSC 135 at para 33. I do not agree that prospect of any continued examination of Rana must be completely closed given Rana's evidence to date about his dealings with the related parties, which has been less than forthcoming.
12. My order and directions in 9 and 10 above are intended to streamline the questioning because of the anticipated overlap and the potential for mischief and disagreement about the proper scope of the individual examinations which can be avoided by conducting the examinations of the related parties (for discovery and under Rule 60.18(6)) at the same time.
13. The other defendants to the 2022 Action shall be provided with a copy of this order and encouraged to adhere to the same timetable for pleadings and discovery, and all parties to that action are encouraged to agree to a discovery plan that adheres to the time deadlines that have been ordered herein. While that action is not on the commercial list, parties are expected to cooperate with timetabling and discovery in all matters on the regular civil list. Those other parties to the 2022 Action are expected to participate in any discoveries conducted of the parties who are bound by this order in which they have an interest, unless they have a good reason for not doing so.
14. Given the outcome, no costs are awarded to either Paul or the related parties in respect of the Related Party Rule 60.18(6) Examinations.

15. The orders and directions contained in this endorsement shall have the immediate effect of a court order without the necessity of a formal order being taken out, although any party may take out a formal order by following the procedure in Rule 59.

A handwritten signature in black ink that reads "Kimmel J.". The letters are cursive and fluid, with a distinct loop for the 'K' and a trailing flourish at the end.

KIMMEL J.

Appendix “E”

Cassels

December 8, 2022

Via E-Mail to jthomas@loonix.com

Loopstra Nixon LLP
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nlevine@cassels.com
tel: +1 416 860 6568
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Attention: Jayson Thomas

Dear Mr. Thomas:

Re: Randhawa v. Randhawa - Court File No. CV-18-593636-00CL

Pursuant to paragraph 8(b) of Justice Kimmel's endorsement dated November 28, 2022, enclosed are the Receiver's responses to your client's requests for clarification. We trust that these will be sufficient and that we can avoid the need for further motion practice on this issue.

The Receiver has incurred a total cost of \$10,964.39 (inclusive of HST) in responding to these inquiries. As set out in paragraph 8(e) of Justice Kimmel's endorsement, please provide payment in the amount of \$3,464.39 (\$10,964.39 less \$7,500) to the wire instructions previously provided to you.

We remain available to discuss these proceedings with you and to assist the parties in resolving these proceedings as efficiently as possible.

Regards,

Cassels Brock & Blackwell LLP



Natalie E. Levine
Partner
Services provided through a professional corporation

NL/bn

Questions and Requests for Clarification Concerning Receiver's Fifth Report

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
1	2.0, para. 5	<p>Is the "substantial evidence" referred to in this paragraph all referenced in the Fifth Report?</p> <p>If not, what other evidence is referred to in this paragraph?</p>	All of the evidence is summarized in the Fifth Report.
2	2.0, para. 6-7	<p>What was the Receiver's "preliminary valuation" of RGC as of the date of the October Minutes (para. 7)?</p> <p>Who on behalf of the Receiver conducted the preliminary valuation, and what are that individual's credentials (if possible, please provide a CV)?</p>	<p>To assist the Receiver in determining whether a formal valuation would be beneficial to the process, the Receiver provided information to Eli Brenner, a Managing Director at KSV. Mr. Brenner is a chartered accountant and chartered business valuator. Mr. Brenner's CV is attached at Appendix "A".</p> <p>As provided for in the Order dated October 1, 2021, the Receiver obtained a formal valuation. A copy of the final valuation report has been provided to Rana.</p>
3	3.2, para. 1(a)	Did the Receiver investigate whether any of the 13 vehicles were transferred by ASR before October 1, 2018?	The records of the transfer of the vehicles are summarized in the compendium to the Fifth Report at Tab "L".
4	3.2, para. 3(b)	Did the Receiver investigate whether Rana's son was being paid by ASR before the existence of Motion Transport, and/or whether Paul's family members received regular payments from any of the RGC businesses at any time?	The Receiver is aware that historically Rana, Paul and their families were paid out of the various RGC entities.
5	3.2, para. 3(c)	Did the Receiver investigate whether Paul provided all documents and information necessary to complete financial statements for those RGC entities previously under his control? If so, when were those documents provided?	<p>Yes. Historically, Paul relied on RGC accounting staff to prepare financials but advised the Receiver that he was not receiving the information and assistance necessary to prepare financials for the missing years as reflected in Paul's affidavit sworn June 26, 2020.</p> <p>Immediately upon the Receiver's appointment, Paul provided the Receiver with the financial information in his possession.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
6	3.4, para. 2(a)-(f)	Did Rana do anything to prevent or hinder the Receiver from completing the tasks set forth in subparagraphs (a) through (f)?	To the Receiver's knowledge, Rana has not impaired its ability to complete the tasks listed in this paragraph.
7	3.5.2, para. 1	<p>Did the receiver ever attempt to contact the ASR accountant who had previously assisted with preparation of the financial statements?</p> <p>Was preparation of the financial statements for ASR or any other RGC entity impacted in any way by the departure of ASR's staff?</p>	<p>The internal accountant, Carmela Guilas, resigned shortly after the appointment of the Receiver. While she expressed a willingness to assist the Receiver, her schedule with her new job did not permit her to continue to provide significant assistance.</p> <p>The Receiver requested assistance from MDP LLP, the firm that historically provided tax advice to RGC. Despite repeated requests, the Receiver was unable to obtain an engagement letter from MDP LLP to complete the work and was forced to engage a new accounting firm.</p>
8	4.1, para. 1(b)	What information, if any, that existed at the time of the Fifth Report did the Receiver rely on to draw the conclusion that "in all likelihood" the sale of the Trucking Business on a liquidation basis represents a significant deterioration of value?	The preliminary valuation described in the Fifth Report was higher than the total amount of funds received through the liquidation process. As Rana is aware, the Receiver has obtained a formal valuation to test this conclusion and has provided such information to Rana.
9	4.2, para. 3.	Has the Receiver determined whether Rana received any benefits from his alleged activities with Motion?	<p>The books and records of Motion were limited to one banker's box and certain email correspondence. Unfortunately, the limited records provided were insufficient to allow the Receiver to fully examine Rana's motivations and benefits.</p> <p>The Receiver believes that Rana used ASR resources to benefit Motion. At the very least, his actions benefited a close family friend and family members, but the full benefits to Rana have not been ascertained.</p>
10	4.2.1, para. 2(a)	Regarding the statement that "[t]he Receiver has found no evidence that Mr. Colvin worked for motion", please advise what evidence the Receiver looked for.	The Receiver examined the records provided by Motion. The Receiver did not locate any evidence that Mr. Colvin worked for Motion.

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
		<p>In particular, did the Receiver ask Baldev Dhindsa, Subeet Randhawa and/or Mr. Colvin about this matter? If these individuals were not questioned about this, please advise why.</p>	<p>During his examination, Mr. Dhindsa was generally unfamiliar with the details of his business. In his examination, he was able to name three employees – Subeet Randhawa, Aman Khorad, and a gentleman named “Wayne.” When asked about specific employees, he testified that “many people come and go and I don’t remember now.” See Transcript of Examination of Rana page 46 at q. 196.</p> <p>As set out in the Fifth Report, the Receiver did not examine Subeet Randhawa.</p>
11	4.2.1, para. 2(b)	<p>Regarding the email referenced in this section, on which Rana was copied, does the Receiver have any information or knowledge that Rana knew that he was being added into this email chain before any emails in this chain were sent?</p> <p>Did the Receiver ever attempt to contact Katyln Verstraete about this matter?</p>	<p>As noted in the Fifth Report, Rana was given the opportunity to review this email and provided an explanation at his examination. As further described in the Fifth Report, Rana testified that he believed he may have been added into the email chain by Ford because a representative of Motion had provided Ford with his email address. He did not explain why Ford would include him in a discussion regarding onboarding Motion when he repeatedly gave evidence that he had no involvement with Motion.</p> <p>The Receiver did not discuss this email with Ford.</p>
12	4.2.2, para. 2	<p>During the period of time referenced in this paragraph – September 10, 2018 to September 10, 2019 – how many tractors and/or trailers in total were sold by RGC? If this number is unknown, is the Receiver aware of whether RGC sold more than the thirteen tractors or trailers referred to as the “Impugned Vehicles” in this paragraph?</p>	<p>The Receiver has not determined the total number of vehicles sold by RGC during this period of time.</p>
13	4.2.2, para. 5	<p>Who was the representative of the Receiver who spoke with Mr. Watt? Were any notes made of that discussion, and if so, will you please provide them to us?</p> <p>Did the Receiver ask Rana for an explanation concerning what its representative discussed with Mr. Watt?</p>	<p>Noah Goldstein, a managing director at KSV who is responsible for this mandate, spoke to Mr. Watt on September 1, 2022. The Receiver does not have any notes on this conversation. The conversation occurred after Rana’s examination and, based on Rana’s prior testimony that he did not transfer any vehicles to Motion, the Receiver determined that a further interview was not likely to assist in the investigation.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
14	4.2.2, para. 6	<p>Was Rana ever asked to provide the “missing key information” McDougall required to provide an estimate of the fair market value of the subject vehicles?</p> <p>With respect to McDougall’s opinion that “in every case...the Impugned Vehicles likely had a higher fair market value than their selling price”, what was that value in respect of each of the thirteen vehicles? Did McDougall provide any of this information in writing, and if so, will you please provide a copy?</p>	<p>The email and approximate estimates from the McDougall representative are attached at Appendix “B”. The estimated values are indicated in red on the invoices. As noted in the Fifth Report, the Receiver did not engage a valuator or seek formal assistance on this matter and would require additional advice to reach a definitive conclusion on fair market value.</p>
15	4.2.3, para. 4	<p>This section of the Report notes that Rana “was unable to explain why the same assets [i.e. the vehicles acquired by Motion (and later 276)] would be beneficial to 276 if they were uneconomical to maintain at ASR or Motion”. The Report cites to a transcript from Rana’s examination, appended at Tab J to the Compendium to the Fifth Report, and in particular, questions 110-112. Rana was not asked to provide the explanation referred to above, at least not in the portion of the transcript that is cited. Can you please clarify where the Receiver’s information or knowledge concerning this comment comes from?</p>	<p>Rana’s testimony was that:</p> <p>“these were very old, mostly very old vehicle or there was mechanical issues. If I sold the -- the high years, there were some issues, mechanical issues, or the old stuff.” See Transcript of Examination of Rana at p 44, q. 110.</p> <p>In the following pages of the transcript, Rana explained that the vehicles were transferred to Motion and then acquired by a company in which Rana had a beneficial interest.</p> <p>If Rana has a different interpretation of his evidence or further information, those could have been provided at any point following the examination.</p>
16	4.2.3, para. 5	<p>The second sentence of this section states that Rana “did not explain why the trucks [sold from ASR to Motion and back to ASR] had been registered to Motion and were transferred back to ASR. The Report cites to a transcript from Rana’s examination, appended at Tab J to the Compendium to the Fifth Report, and in particular, question 85. In response to the question posed, Rana</p>	<p>The Receiver did not find Rana’s evidence on this point consistent with his evidence that he was (a) not selling assets to Motion and (b) only selling assets that were older or had mechanical issues.</p> <p>The Receiver repeatedly requested that Rana provide any additional information or clarifications he believed were necessary. At no point has Rana done so.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
		<p>provides an explanation for selling certain vehicles, and subsequently cancelling the sale of those same vehicles.</p> <p>Did the Receiver make any determinations concerning Rana's explanation?</p> <p>Did the Receiver request a further explanation or clarification from Rana concerning his evidence in this regard?</p>	
17	4.2.4, para. 2	<p>In this paragraph, the Receiver comments that "[n]otwithstanding the fact that Motion and ASR used the same vehicles and had similar customers, Rana maintained that Motion was not a competitor of ASR". This section of the report cites to a transcript from Rana's examination, appended at Tab J to the Compendium to the Fifth Report, and in particular, question 65. In answering the question posed, Rana testified that to him, Motion was not a competitor because 80 percent of ASR's business was with Ford, and Motion did not have "those kind of equipment standard, that size."</p> <p>Did the Receiver make any determination that: (1) Rana's aforementioned description of ASR's business was inaccurate; (2) Rana's description of Motion's equipment was inaccurate; and/or (3) that Motion, too, serviced Ford?</p>	<p>Rana's answer does not address the fact that ASR served many of the same customers as Motion, other than Ford. The questions noted here are not relevant to the cited passage of the report and therefore were not considered.</p> <p>However, (i) the Receiver has no reason to believe the description of the ASR business was inaccurate; (ii) the Receiver has no reason to believe that Rana's description of Motion's equipment was inaccurate; and (iii) the Receiver has seen no evidence that Motion was approved to service Ford, notwithstanding Motion's attempts to become a Ford carrier (which are referred to above).</p>
18	4.2.4, para. 3(b)	<p>Regarding the payments made by Motion to Subeet in the amount of \$8,190 and \$5,527.78 that are referenced in this paragraph, did the Receiver ask either Subeet or Baldev Dhindsa about these payments?</p>	<p>The two cheques identified respond to the "red flag" identified by the arbitrator who expressed concern that Subeet was not paid by Motion. The Receiver uncovered evidence that Subeet was paid by Motion, but at a later date.</p> <p>In his responses to the undertakings, attached as Tab "D" of the Compendium, Rana confirmed that Subeet was paid a total of \$8,190</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
			by Motion, confirming that at least one of the cheques was for Subeet's compensation.
19	4.2.4, para. 3(c)	In this section of the Report, it is noted that "[t]he Receiver does not know why Motion would have made a payment to Nimrat other than as repayment of the outstanding loan." Did the Receiver ever ask either Nimrat, Baldev Dhindsa, or anyone else, for an answer to this question?	The Receiver did not examine Nimrat Randhawa. Mr. Dhindsa testified that his undocumented loan from Nimrat Randhawa remained outstanding, notwithstanding the fact that Nimrat Randhawa had stopped requesting repayment.
20	4.2.4, para. 3(d)	Did the Receiver ever speak with Maryam Teharni about the business card that it located?	No, as set out in the Fifth Report, the Receiver did not examine Ms. Teharni.
21	4.2.5, para. 1(a)	<p>The Receiver references Mr. Rawn's affidavit concerning the use of ASR fuel cards for Motion trucks at Rana's authorization. Mr. Rawn says in his affidavit, appended at Tab X to the Receiver's Fifth Report, at paragraph 7, that this is something he was advised of by Nikhil Duppar in 2019 and by Mr. Peet on an unidentified date. To the extent you are able, we request clarification concerning Mr. Rawn's evidence in this regard on the following points:</p> <p>Did Mr. Rawn ever disclose when, and in what context, Mr. Dhuppar and/or Mr. Peet advised him of this information?</p> <p>Did Mr. Rawn ever advise the Receiver why he believed this information from either source was true?</p> <p>Did Mr. Rawn ever advise whether Mr. Dhuppar told him that he had direct knowledge of these facts of which he advised Mr. Rawn, and if so, what that direct knowledge was?</p>	<p>The Receiver has no further information regarding the content of Mr. Rawn's affidavit. The Receiver has no reason to believe that any of the information is incorrect.</p> <p>The Receiver's counsel prepared a draft of the affidavit after the Receiver discussed these matters with Mr. Rawn.</p> <p>The draft of the affidavit provided to Mr. Rawn is attached at Appendix "C".</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
		<p>Did the Receiver ever attempt to contact Mr. Dhuppar and/or Mr. Peet to verify the information noted in paragraph 7 of Mr. Rawn's affidavit?</p> <p>Did the Receiver assist Mr. Rawn in drafting the aforementioned affidavit in any way? If so, were there any prior drafts of the affidavit (and if so, will the Receiver please provide them to us)?</p>	
22	4.2.5, para. 1(c)	<p>Regarding Mr. Rawn assisting Subeet in operating Motion Transport, did Mr. Rawn advise of any specific assistance he provided to Subeet aside from "locating trucking engagements for Motion to execute."</p> <p>Did Mr. Rawn advise how he went about locating trucking engagements for Motion?</p> <p>Did Mr. Rawn provide any information as to the frequency in which he provided this assistance, other than to say that he "would sometimes" do so?</p> <p>Did Mr. Rawn identify the period of time over which he sometimes provided this assistance to Subeet?</p>	<p>The Receiver has no further information regarding Mr. Rawn's knowledge. As set out in the Fifth Report, the Receiver identified emails that confirmed that Mr. Rawn provided assistance to Subeet while he was working for Motion.</p>
23	4.2.5, para. 1(e)	<p>Regarding the loan from ASR to Mr. Singh, the Receiver notes at the end of this paragraph that it "has not been able to confirm if Mr. Singh ever repaid the purported loan from ASR."</p> <p>To clarify, did the Receiver ever speak with Mr. Singh about this matter?</p> <p>Further, did the Receiver ever ask Rana whether the loan was repaid?</p>	<p>No, the Receiver did not incur the costs of an additional interview with Mr. Singh and has not been able to confirm a repayment from the records provided.</p> <p>If there are additional records that Rana is aware of, the Receiver requests their production immediately.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
24	4.2.5, para. 1(f)	<p>Regarding the truck that was lent to Motion by ASR without compensation, we note that Rana previously gave evidence that sharing resources in the industry was commonplace (see the Transcript from Rana's examination appended at Tab J to the Fifth Report, question 193).</p> <p>Did the Receiver ever determine that Rana's evidence concerning industry practice in this regard was inaccurate in any way, and if so, what was the basis for that determination?</p>	<p>The Receiver notes that Paul has disputed that this is an industry practice.</p> <p>The Fifth Report makes no determination on the credibility of Rana's evidence that it was industry practice to loan vehicles without documentation and without notifying the relevant insurance carriers.</p> <p>The Fifth Report takes the position that such a transaction would not be in the best interests of RGC.</p>
25	4.2.5., para. 1(h)	<p>This section of the Fifth Report states that "Mr. Rawn advised the Receiver that he frequently observed Nicolas Peet, one of ASR's drivers, driving an ASR truck on Motion's behalf." This information is repeated in Mr. Rawn's affidavit appended at Tab X to the Receiver's Fifth Report at paragraph 6. We request clarification of the following concerning the information Mr. Rawn advised the Receiver of in this regard.</p> <p>Did Mr. Rawn advise the Receiver how "frequently" he observed Mr. Peet driving an ASR truck on Motion's behalf?</p> <p>Did Mr. Rawn advise the Receiver where Mr. Rawn observed Mr. Peet driving an ASR truck on Motion's behalf in any given instance? For example, did Mr. Rawn advise that he saw Mr. Peet on a particular road or at a particular premises while in an ASR truck?</p> <p>Did Mr. Rawn advise the Receiver how he knew, or more accurately, why it was his belief, that when he observed Mr. Peet driving an ASR truck on any of these instances that he was doing so "on Motion's behalf" and/or "for</p>	<p>The Receiver has no further details regarding Mr. Rawn's knowledge.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
		engagements that [he] believe[d] were entirely unrelated to ASR's business and for which ASR did not receive any compensation"?	
26	4.2.5, para. 2	<p>This section of the Fifth Report notes that the Receiver put certain findings to Rana, who "was unable to provide any reasonable explanation." To the extent Rana's explanation is not specifically cited in the above-noted sections of the report (namely, in 4.2.5, paras. 1(a)-(h)), please provide any information or documentation you have concerning Rana's explanations or responses to the Receiver having put these findings to him.</p>	<p>Rana should review, the transcript of Rana's examination, the Fifth Report, and the evidence summarized therein. The Receiver refers Rana specifically to the transcript of his examination at qq. 556-568, 447-448, 331-340, 297, 298-300 and 190.</p> <p>The Receiver also notes that in Rana's answers to undertakings he noted that he had no further information to add.</p> <p>The Receiver has used its professional judgement to determine the reasonableness of the explanations offered by Rana as set out in the Fifth Report.</p>
27	4.3, para. 2(b)	<p>A letter from Aaron Kreaden dated October 29, 2018 is cited at footnote 68 in support of the statement made in this paragraph. In that email, found at Tab GG to the Receiver's Fifth Report (Exhibit 12 to Paul's June 26, 2020 affidavit), Mr. Kreaden indicates on behalf of Paul that "Paul will take the steps necessary to do so", that is, compile financial statements to be provided to bankers/brokers to sell the Trucking Business.</p> <p>To clarify, did the Receiver investigate what steps, if any, Paul took to do so given Rana's alleged delay? If so, what were those steps and when were they taken?</p> <p>Further, at the time the Fifth Report was delivered, was the Receiver aware of anything preventing Paul from taking the steps Mr. Kreaden indicated Paul would take to have the financials completed?</p> <p>Mr. Kreaden's aforementioned email refers to "the authorization to compile all of the financial information".</p>	<p>The Receiver understands that a court order prohibited Paul from attending at the RGC office, where the books and records and RGC staff were.</p> <p>For completeness, the October 29, 2018 letter states "To be clear, we don't care who does it. Either provide us with the authorization to compile all of the financial information or do it yourself. It is not productive for us to have no visibility on what is happening with ASR financial statements, to be told that Paul has everything he needs re. ProEx, and we are left in a holding pattern where nothing is being addressed. Both sides have the same interest in getting completed financials and getting them out to the appropriate people. Either confirm that you will do it or authorize us to do so."</p> <p>No party has provided the Receiver with information that Paul was authorized to finalize the financial statements for the RGC entities.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
		<p>Was the Receiver aware of any communication by or on behalf of Rana in which any such authorization was refused at the time the Fifth Report was delivered?</p>	<p>At the time the Fifth Report was delivered, neither Paul nor Rana was authorized to compile and complete the financial information because the Receiver was in possession and control of RGC.</p>
28	4.3, paras. 3-4	<p>These paragraphs of the Fifth Report note that: (a) Rana instructed his accountants to complete the financials for ASR and 222 following entry of the October Minutes; (b) Paul refused to sign the documents; and (c) the companies for which Paul was responsible had filed to file taxes for many years, or in some instances according to Rana, had never filed tax returns.</p> <p>Outside of asking Rana to provide evidence about Paul's responsibility for the delay, did the Receiver ever: (a) contact Rana's accountants at MNP Financial to determine whether Rana had actually provided the instructions to MNP that he said he did; (b) ask Paul whether he refused to sign any relevant documents (outside of what is reported at 4.3, para. 6); and (c) investigate whether Paul's companies had failed to file taxes for any years, and in some instances, not at all?</p> <p>Did the Receiver ever ask Rana's accountants at MNP about the reason for the delay in preparing financial statements for RGC?</p>	<p>For purposes of this question, the Receiver assumes the reference to MNP is intended to refer to MDP LLP. The Receiver is not aware of accounting advice from MNP Financial.</p> <p>(a) The Receiver repeatedly attempted to engage MDP LLP, which had historically provided tax advice to the companies. Unfortunately, the Receiver was unable to obtain MDP LLP's engagement letter or its cooperation in completing this mandate. The Receiver notes that MDP LLP has now contacted the Receiver in its capacity as advisor to Rana.</p> <p>(b) The Receiver understands that Paul was unwilling to sign the documents because he required additional information from Rana to understand the personal expenses.</p> <p>(c) The Receiver is aware that tax returns for many of the companies controlled by Rana and Paul were outstanding at the time of the Receiver's appointment.</p>
29	4.3, para. 6	<p>Regarding Paul's explanation that he did not know how Rana's personal expenses that ultimately were agreed to be Unequal Benefits pursuant to the UB Minutes have been accounted for in the books and records, did the Receiver obtain any information from Paul as to what inquiries he made in this regard, and whether he requested any information from Rana concerning this matter that Rana failed to provide?</p>	<p>The Receiver understands that the parties engaged in a settlement process, pursuant to which each party retained an expert to examine the books and records. While the parties ultimately reached a financial settlement, the Receiver understands that the parties continue to disagree on the characterization of certain information in connection with the tax returns.</p>

Q. No.	Report Ref.	Question / Request for Clarification	Receiver's Response
30	4.3, para. 7	Does the Fifth Report include all information the Receiver relies on to support the view expressed in this paragraph?	Yes, the Fifth Report summarizes the information relied on in this paragraph.

APPENDIX "A"

EDUCATION

Member of the Canadian Institute of Chartered Business Valuators	2011
Member of the Ontario Institute of Chartered Accountants	2009
Bachelor of Business Administration with Honours Schulich School of Business, York University	2006

EXPERIENCE

KSV ADVISORY INC.

Managing Director, Corporate Finance and Business Valuations (December 2020 to present)

Senior Manager, Corporate Finance and Business Valuations (May 2017 to December 2020)

- Oversee the sale of distressed businesses including preparing sale materials, identifying, and contacting prospective purchasers, arranging and attending management meetings, overseeing the data room and flow of information, negotiating purchase agreements, and closing transactions. Working with public and private companies in a variety of midmarket industries.
- Execute business valuations for transaction pricing, fairness opinions, shareholder disputes, strategic decision making, or tax and estate planning purposes.
- Prepare financial due diligence and quality of earnings reports in connection with mergers, acquisition, and financings of midmarket companies for Tier I banks, private equity firms, and corporate acquirors.
- Prepare economic damages and business loss reports for commercial matters.
- Develop integrated financial models and analyze strategic options for distressed companies.
- Identify and develop new business opportunities for the Firm.
- Oversee key performance indicators and financial performance of the Firm's corporate finance and business valuations division.

MNP CORPORATE FINANCE INC.

Senior Manager, Corporate Finance (October 2015 to April 2017)

Manager, Corporate Finance (October 2011 to September 2015)

Senior Associate, Corporate Finance (March 2008 to September 2011)

- Plan, manage and supervise financial due diligence engagements including analysing and testing of historic business data, and forecasting financials, performing quality of earnings analysis, managing tax due diligence, and assessing operational aspects of the target business resulting in successful mergers of companies with enterprise values up to \$100 million.
- Execute day to day management of merger, acquisition and divestiture engagements including valuation, strategy development, target and purchaser identification, transaction management, and closing and post deal support.
- Assist companies in raising debt or equity capital by preparing financial forecasts, summarizing term sheets, and communicating with potential lenders resulting in successful raising of funds.
- Prepare financial models and formal valuation reports which involves identifying and analysing comparable public companies, researching industry and economic trends and benchmarks and modelling normalized earnings and cash flows for strategic planning, financial reporting, tax, and litigation support purposes.

- Identify and develop new business opportunities for the Firm.
- Manage engagements teams from multiple service lines within the firm of up to five people at a time.

DELOITTE & TOUCHE LLP (September 2006 to March 2008)

Staff Accountant, Assurance and Advisory

- Assist in planning and execution of audit and reviews of financial statements for a variety of clients including large public companies, owner managed companies and non-profit organizations.
 - Responsible for directing junior members on audit engagement teams and successfully guiding them to complete their audit responsibilities effectively and within budget.
-

MEMBERSHIPS AND AFFILIATIONS

- Co-Chair and Executive Member of the Association For Corporate Growth Young Professionals Division (2016 to present)
- Member of the Audit Committee of Beth Emeth Synagogue (2015 to present)
- Member of the Audit Committee of Toronto Memorial Hebrew Parks (2017 to present)
- Instructor for the MNP national due diligence course (2015 to 2017)

APPENDIX “B”

Nasri, Behnoosh

From: Noah Goldstein <ngoldstein@ksvadvisory.com>
Sent: Tuesday, December 06, 2022 10:32 AM
To: Levine, Natalie
Subject: FW: Compendium of the Applicant (Updated)(Returnable March 12 2021).pdf
Attachments: KSV Price Estimates.pdf

CAUTION: External Email

From: Chad Guay <chad.g@mcdauktion.com>
Sent: September 14, 2021 8:37 AM
To: Noah Goldstein <ngoldstein@ksvadvisory.com>; Riley McChesney <riley.m@mcdauktion.com>
Cc: Jonathan Joffe <jjoffe@ksvadvisory.com>
Subject: RE: Compendium of the Applicant (Updated)(Returnable March 12 2021).pdf

Good Morning Noah,

Please see the approximate values written in red. There are some key details which may have been purposely left out by the seller to warrant a lower sale price.

Don't hesitate to reach out if you have any questions.

Thank you,

Chad Guay

Director of Appraisals & Liquidations

MCDUGALL AUCTIONEERS LTD.

Phone: (306) 652-4334

Cell: (306) 380-1115

Fax: (306) 649-0722

Toll Free: 1.800.263.4193

Email: chad.g@mcdauktion.com

WWW.MCDUGALLAUCTION.COM



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From: Noah Goldstein <ngoldstein@ksvadvisory.com>
Sent: September 13, 2021 6:36 AM
To: Riley McChesney <riley.m@mcdauktion.com>
Cc: Jonathan Joffe <jjoffe@ksvadvisory.com>; Chad Guay <chad.g@mcdauktion.com>
Subject: RE: Compendium of the Applicant (Updated)(Returnable March 12 2021).pdf

Thanks. that would be really great.

From: Riley McChesney <riley.m@mcdauction.com>
Sent: September 13, 2021 8:30 AM
To: Noah Goldstein <ngoldstein@ksvadvisory.com>
Cc: Jonathan Joffe <jjoffe@ksvadvisory.com>; Chad Guay <chad.g@mcdauction.com>
Subject: Re: Compendium of the Applicant (Updated)(Returnable March 12 2021).pdf

Good morning Noah,

Yes we can give you a rough estimate or let you know of any outliers based on an expectation that they would be in good working order and average hours in kilometers for the industry. Chad and I will work on something and get back to you right away.

Regards,

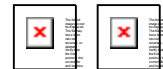
FYI - Please be aware of my new email address and update your records.

Riley McChesney, CPPA
VP of Sales & Marketing/Owner

MCDOUGALL AUCTIONEERS LTD.
Phone: [\(306\) 757-1755](tel:(306)757-1755)
Fax: [\(306\) 781-6161](tel:(306)781-6161)
Toll Free: [1.800.263.4193](tel:1.800.263.4193)
Email: riley.m@mcdauction.com
WWW.MCDOUGALLAUCTION.COM



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On Sep 12, 2021, at 2:02 PM, Noah Goldstein <ngoldstein@ksvadvisory.com> wrote:

Hi Riley,

A part of our mandate is to investigate the ASR business. A portion of the investigation relates to the sale of trucks in 2018 to company related to ASR named Motion Transport. I'm attaching the invoices for these sales. Can you from a very high level let me know if the prices look like FMV. I note that most of these do not contain kms and other things you may need to consider, but I'm curious for your high level views.

Thanks,

Noah

<Compendium of the Applicant (Updated)(Returnable March 12 2021).pdf>



3825 Hopyard Road
 Suite 250
 Pleasanton, CA USA, 94588
 Phone: (888) 433-5426
 Fax: (888) 433-3467
 www.ironplanet.com
 HST #84219 2536 RT 0001

Invoice

Settlement Date	Invoice #
8/9/18	194936-1600521

Sold To

Baldev Dhindsa
 Motion Transport Ltd
 7 Islington Dr

Brampton, ON L6P 3A6
 CAN

Delivery Address

Baldev Dhindsa
 Motion Transport Ltd
 7 Islington Dr

Brampton, ON L6P 3A6
 CAN

Item #	Description	User ID	Auction Date	Amount
1600521	2014 Vanguard Van Trailer S/N: 5V8VC53BXEM400586 Location: Oakville, ON L6J 7G9, CAN Loading dock: No	3159603	8/3/18	CAD 7,500.00
	Transaction Fee			CAD 750.00
	Subtotal:			CAD 8,250.00
	Harmonized Sales Tax (HST) - 13%			CAD 1,072.50
	Total Due by 8/9/18:			CAD 9,322.50

17800

Note: All dates are in Eastern Standard Time. All prices are in CAD (Canadian Dollars)

Payment Instructions

Wire Transfer within 3 business days to avoid late fees:

Beneficiary Name: **IronPlanet Canada Ltd**
 Beneficiary Bank: **ROYAL BANK OF CANADA**
 SWFT Code: **ROYCCAT2**
 Routing Number: **000304529**

Bank Number: 0003
 Branch Number: 04529

Account No: **04529 1030246**

Bank Name / Address: **(FOR WIRE PAYMENTS ONLY)**
ROYAL BANK OF CANADA
9042 51st Ave
Edmonton AB T6E 5X4

Please reference the IronPlanet Item Number, **194936-1600521**



3825 Hopyard Road
 Suite 250
 Pleasanton, CA USA, 94588
 Phone: (888) 433-5426
 Fax: (888) 433-3467
 www.ironplanet.com
 HST #84219 2536 RT 0001

Invoice

Settlement Date	Invoice #
8/9/18	194936-1600522

Sold To

Baldev Dhindsa
 Motion Transport Ltd
 7 Islington Dr

Brampton, ON L6P 3A6
 CAN

Delivery Address

Baldev Dhindsa
 Motion Transport Ltd
 7 Islington Dr

Brampton, ON L6P 3A6
 CAN

User ID	Auction Date
3159603	8/3/18

Item #	Description	Amount
1600522	2015 (unverified) Volvo VN T/A Sleeper Truck Tractor S/N: 4V4NC9EH3FN920950 Location: Oakville, ON L6J 7G9, CAN Loading dock: No (You must call at least 24 hours in advance to schedule pickup)	CAD 25,000.00
	Transaction Fee	CAD 1,000.00
	Subtotal:	CAD 26,000.00
	Harmonized Sales Tax (HST) - 13%	CAD 3,380.00
	Total Due by 8/9/18:	CAD 29,380.00

65,000

Note: All dates are in Eastern Standard Time. All prices are in CAD (Canadian Dollars)

Payment Instructions

Wire Transfer within 3 business days to avoid late fees:

Beneficiary Name: **IronPlanet Canada Ltd**
 Beneficiary Bank: **ROYAL BANK OF CANADA**
 SWFT Code: **ROYCCAT2**
 Routing Number: **000304529**

Bank Number: 0003
 Branch Number: 04529

Account No: **04529 1030246**

Bank Name / Address: **(FOR WIRE PAYMENTS ONLY)**
ROYAL BANK OF CANADA
9042 51st Ave
Edmonton AB T6E 5X4

Please reference the IronPlanet Item Number, **194936-1600522**

VALUETRUCKS

SALES | FINANCING | APPRAISALS | EXTENDED WARRANTY

MISSISSAUGA, ON. L5T 2G9

T: 1-888-238-9192

info@valuetrucksales.ca

www.valuetrucksales.ca

Agreement between Value Trucks Inc. and

H.S.T: 856836879RT0001

Dealer Reg. No. 4910337

September 8, 2018

Purchaser: MOTION TRANSPORT LTD. 7 ISLINGTON DR BRAMPTON, ON. L6P 3A6	Picked Up By:
---	---------------

VEHICLE DESCRIPTION	
MAKE / MODEL	2006 WABA - DROP DECK TRAILER
V.I.N #	1JJV532W66L982223
MILEAGE / COLOUR	TKU / WHITE

EXTENDED WARRANTY	
Any third party extended warranty on this vehicle?	NO
Company	
Coverage	
PURCHASER ELECTED NOT TO TAKE ADVANTAGE OF EXTENDED WARRANTY PROTECTION AND ACCEPTS FULL RESPONSIBILITY FOR ANY FAILURE AFTER SALE.	

TERMS OF SETTLEMENT	
SELLING PRICE	\$ 3,000.00
Administration Fee	\$ 195.00
SUBTOTAL	\$ 3,195.00
Trade in Allowance	
Total Vehicle Price Less Trade In Allowance	
HST (13%)	\$ 415.35
SUBTOTAL	\$ 3,610.35
Deposit	
AMOUNT DUE ON DELIVERY	\$ 3,610.35

TRADE IN VEHICLE

COMMENTS
- EQUIPMENT INSPECTED BY BUYER - PURCHASER NOT RELYING ON SELLING DEALER OBLIGATIONS OR REPRESENTATION - SELLING ON AS - IS, WHERE IS BASIS, AS SEEN AS EQUIPPED; EQUIPMENT NOT INSPECTED BY SELLING DEALER - SELLING DEALER IS FREE OF ALL LIABILITY FROM LEASING COMPANY & BUYER - DEALER WARRANTY: NONE

ACCEPTANCE OF TERMS
<p>VEHICLE SOLD "AS IS": If the motor vehicle sold under this contract is being sold "as-is," it may not be represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.</p> <p>The Parties agree that the Vehicle(s) are being sold as-seen/as-equipped. Value Trucks Inc. makes no representation as to the condition or fitness of the Vehicles for any intended or particular purpose. Purchaser acknowledges that it has inspected the Vehicle(s), or has been given an opportunity to do so, for any repairs needed, missing parts or any defects and is not relying on any representation of Value Trucks Inc. about the Vehicle(s).</p> <p>SALES FINAL. Please review the entire contract, before signing. This contract is final and binding once you have signed it. The purchaser acknowledges having read all the terms of the contract, including those on the reverse and on attached pages. You understand these terms make up the entire contract.</p> <p>PURCHASER'S SIGNATURE X _____</p>

VENDOR'S ACCEPTANCE	
Dealer Registration No. 4910337	Name of Official AJEET PAL S. BRAR
Acceptor's Registration No. 4910345	Title PRESIDENT
Date September 8, 2018	Signature

14,000

VALUETRUCKS

SALES | FINANCING | APPRAISALS | EXTENDED WARRANTY

Mississauga, ON. L5T 2G9

T: 1-888-238-9192

info@valuetrucksales.ca

www.valuetrucksales.ca

Agreement between Value Trucks Inc. and

H.S.T: 856836879RT0001

Dealer Reg. No. 4910337

September 8, 2018

Purchaser: MOTION TRANSPORT LTD. 7 ISLINGTON DR BRAMPTON, ON. L6P 3A6	Picked Up By:
---	---------------

VEHICLE DESCRIPTION	
MAKE / MODEL	2006 WN DVC - DROP DECK TRAILER
V.I.N #	1JJV532W66L982237
MILEAGE / COLOUR	TKU / WHITE

EXTENDED WARRANTY	
Any third party extended warranty on this vehicle?	NO
Company	
Coverage	
PURCHASER ELECTED NOT TO TAKE ADVANTAGE OF EXTENDED WARRANTY PROTECTION AND ACCEPTS FULL RESPONSIBILITY FOR ANY FAILURE AFTER SALE.	

TRADE IN VEHICLE

COMMENTS
- EQUIPMENT INSPECTED BY BUYER - PURCHASER NOT RELYING ON SELLING DEALER OBLIGATIONS OR REPRESENTATION - SELLING ON AS - IS, WHERE IS BASIS, AS SEEN AS EQUIPPED; EQUIPMENT NOT INSPECTED BY SELLING DEALER - SELLING DEALER IS FREE OF ALL LIABILITY FROM LEASING COMPANY & BUYER - DEALER WARRANTY: NONE

VENDOR'S ACCEPTANCE	
Dealer Registration No. 4910337	Name of Official AJEET PAL S. BRAR
Acceptor's Registration No. 4910345	Title PRESIDENT
Date September 8, 2018	Signature

TERMS OF SETTLEMENT	
SELLING PRICE	\$ 4,000.00
Administration Fee	\$ 195.00
SUBTOTAL	\$ 4,195.00
Trade in Allowance	
Total Vehicle Price Less Trade in Allowance	
HST (13%)	\$ 545.35
SUBTOTAL	\$ 4,740.35
Deposit	
AMOUNT DUE ON DELIVERY	\$ 4,740.35

ACCEPTANCE OF TERMS
VEHICLE SOLD "AS IS": If the motor vehicle sold under this contract is being sold "as-is," it may not be represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition. The Parties agree that the Vehicle(s) are being sold as-seen/as-equipped. Value Trucks Inc. makes no representation as to the condition or fitness of the Vehicles for any intended or particular purpose. Purchaser acknowledges that it has inspected the Vehicle(s), or has been given an opportunity to do so, for any repairs needed, missing parts or any defects and is not relying on any representation of Value Trucks Inc. about the Vehicle(s). SALES FINAL. Please review the entire contract, before signing. This contract is final and binding once you have signed it. The purchaser acknowledges having read all the terms of the contract, including those on the reverse and on attached pages. You understand these terms make up the entire contract. PURCHASER'S SIGNATURE X _____

14,800

VALUETRUCKS

SALES | FINANCING | APPRAISALS | EXTENDED WARRANTY

Mississauga, ON. L5T 2G9

T: 1-888-238-9192

info@valuetrucksales.ca

www.valuetrucksales.ca

Agreement between Value Trucks Inc. and

H.S.T: 856836879RT0001

Dealer Reg. No. 4910337

September 8, 2018

Purchaser: MOTION TRANSPORT LTD. 7 ISLINGTON DR BRAMPTON, ON. L6P 3A6	Picked Up By:
---	---------------

VEHICLE DESCRIPTION	
MAKE / MODEL	2010 DMND D-V - DROP DECK TRAILER
V.I.N #	2DM421A34AM011505
MILEAGE / COLOUR	TKU / WHITE

EXTENDED WARRANTY	
Any third party extended warranty on this vehicle?	NO
Company	
Coverage	
PURCHASER ELECTED NOT TO TAKE ADVANTAGE OF EXTENDED WARRANTY PROTECTION AND ACCEPTS FULL RESPONSIBILITY FOR ANY FAILURE AFTER SALE.	

TRADE IN VEHICLE

COMMENTS
- EQUIPMENT INSPECTED BY BUYER - PURCHASER NOT RELYING ON SELLING DEALER OBLIGATIONS OR REPRESENTATION - SELLING ON AS - IS, WHERE IS BASIS, AS SEEN AS EQUIPPED; EQUIPMENT NOT INSPECTED BY SELLING DEALER - SELLING DEALER IS FREE OF ALL LIABILITY FROM LEASING COMPANY & BUYER - DEALER WARRANTY: NONE

VENDOR'S ACCEPTANCE	
Dealer Registration No. 4910337	Name of Official AJEET PAL S. BRAR
Acceptor's Registration No. 4910345	Title PRESIDENT
Date September 8, 2018	Signature

TERMS OF SETTLEMENT	
SELLING PRICE	\$ 7,000.00
Administration Fee	\$ 195.00
SUBTOTAL	\$ 7,195.00
Trade in Allowance	
Total Vehicle Price Less Trade in Allowance	
HST (13%)	\$ 935.35
SUBTOTAL	\$ 8,130.35
Deposit	
AMOUNT DUE ON DELIVERY	\$ 8,130.35

ACCEPTANCE OF TERMS
<p>VEHICLE SOLD "AS IS": If the motor vehicle sold under this contract is being sold "as-is," it may not be represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.</p> <p>The Parties agree that the Vehicle(s) are being sold as-seen/as-equipped. Value Trucks Inc. makes no representation as to the condition or fitness of the Vehicles for any intended or particular purpose. Purchaser acknowledges that it has inspected the Vehicles(s), or has been given an opportunity to do so, for any repairs needed, missing parts or any defects and is not relying on any representation of Value Trucks Inc. about the Vehicle(s).</p> <p>SALES FINAL. Please review the entire contract, before signing. This contract is final and binding once you have signed it. The purchaser acknowledges having read all the terms of the contract, including those on the reverse and on attached pages. You understand these terms make up the entire contract.</p> <p>PURCHASER'S SIGNATURE X _____</p>

15,500

VALUETRUCKS

SALES | FINANCING | APPRAISALS | EXTENDED WARRANTY

6749 Columbus Road.
Mississauga, ON. L5T 2G9
T: 1-888-238-9192
info@valuetrucksales.ca
www.valuetrucksales.ca

Agreement between Value Trucks Inc. and

H.S.T: 856836879RT0001

Dealer Reg. No. 4910337

September 29, 2018

Purchaser: MOTION TRANSPORT LTD. 7 ISLINGTON DR BRAMPTON, ON. L6P 3A6	Picked Up By:
---	---------------

VEHICLE DESCRIPTION	
MAKE / MODEL	2015 INTERNATIONAL PROSTAR
V.I.N #	3HSDJAPR5FN697004
MILEAGE / COLOUR	

EXTENDED WARRANTY	
Any third party extended warranty on this vehicle?	NO
Company	
Coverage	
PURCHASER ELECTED NOT TO TAKE ADVANTAGE OF EXTENDED WARRANTY PROTECTION AND ACCEPTS FULL RESPONSIBILITY FOR ANY FAILURE AFTER SALE.	

TRADE IN VEHICLE

COMMENTS
- EQUIPMENT INSPECTED BY BUYER - PURCHASER NOT RELYING ON SELLING DEALER OBLIGATIONS OR REPRESENTATION
- SELLING ON AS - IS, WHERE IS BASIS, AS SEEN AS EQUIPPED; EQUIPMENT NOT INSPECTED BY SELLING DEALER
- SELLING DEALER IS FREE OF ALL LIABILITY FROM LEASING COMPANY & BUYER
- DEALER WARRANTY: NONE

VENDOR'S ACCEPTANCE	
Dealer Registration No. 4910337	Name of Official HARP BRAR
Acceptor's Registration No. 5480470	Title ACCOUNT MANAGER
Date September 29, 2018	Signature

TERMS OF SETTLEMENT	
SELLING PRICE	\$ 19,000.00
Administration Fee	\$ 750.00
SUBTOTAL	\$ 19,750.00
Trade in Allowance	
Total Vehicle Price Less Trade in Allowance	
HST (13%)	\$ 2,567.50
SUBTOTAL	\$ 22,317.50
Deposit	
AMOUNT DUE ON DELIVERY	\$ 22,317.50

ACCEPTANCE OF TERMS
VEHICLE SOLD "AS IS": If the motor vehicle sold under this contract is being sold "as-is," it may not be represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.
The Parties agree that the Vehicle(s) are being sold as-seen/as-equipped. Value Trucks Inc. makes no representation as to the condition or fitness of the Vehicles for any intended or particular purpose. Purchaser acknowledges that it has inspected the Vehicle(s), or has been given an opportunity to do so, for any repairs needed, missing parts or any defects and is not relying on any representation of Value Trucks Inc. about the Vehicle(s).
SALES FINAL. Please review the entire contract, before signing. This contract is final and binding once you have signed it. The purchaser acknowledges having read all the terms of the contract, including those on the reverse and on attached pages. You understand these terms make up the entire contract.
PURCHASER'S SIGNATURE X _____

26,500

NEXT TRUCK INC.

280 WOOLWICH ST. S, UNIT #205, BRESLAU, ONTARIO N0B 1M0
 TEL. 519-648-3914 FAX. 519-648-3977

UCDA USED VEHICLE BILL OF SALE

DAY	MONTH	YEAR
02	08	19

PURCHASER'S INFORMATION				VEHICLE INFORMATION			
PURCHASER'S NAME: MOTION TRANSPORT LTD				YEAR: 14	MAKE: CRAICINE	MODEL: ROOPER	TRIM LEVEL: WMB
PURCHASER'S ADDRESS: 7 ISLINGTON DR				VIN: 1GRIA10G1281EW7100594			
CITY/TOWN: BRAMPTON		PROVINCE: ON	POSTAL CODE: L6P 3A6	DISTANCE TRAVELLED: <input checked="" type="checkbox"/> KMS <input type="checkbox"/> MILES			
HOMETELEPHONE No.		BUSINESS TELEPHONE No.		<input type="checkbox"/> Vehicle had travelled _____ of _____ True distance travelled believed to be higher. <input checked="" type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading.			
DRIVER'S LICENCE No.		EXPIRY DATE		NPS WARRANTY IN SERVICE DATE		DELIVERY DATE	
E-MAIL ADDRESS				THE VEHICLE WILL BE DELIVERED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DAILY RENTAL <input type="checkbox"/>	
				WITH A SAFETY STANDARDS CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MTO BRAND: NONE	
INSURANCE INFORMATION				DEALER GUARANTY		TERMS OF SETTLEMENT	
NAME OF INSURANCE COMPANY				IS THERE A DEALER GUARANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SELLING PRICE: 20900⁰⁰	
POLICY NO. _____ EXPIRY DATE _____				IF YES, COMPLETE THIS SECTION.		EXTENDED WARRANTY	
INSURANCE AGENT & PHONE NO.				DAYS OR _____ KM (WHICHEVER COMES FIRST)			
DESCRIPTION				DESCRIPTION			
				NONE			
VEHICLE TO BE TRADED IN				EXTENDED WARRANTY			
YEAR	MAKE	MODEL	TRIM LEVEL	IS THERE AN EXTENDED WARRANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
				IF YES, COMPLETE THIS SECTION.			
EXACT DISTANCE THAT THE VEHICLE HAS TRAVELLED				RETAIL VALUE IF INCLUDED IN VEHICLE SELLING PRICE \$ _____			
<input type="checkbox"/> KMS <input type="checkbox"/> MILES				COMPANY _____			
H.S.T. REGISTRANT / REGISTRATION No.				MONTHS OR _____ KM (WHICHEVER COMES FIRST)			
IS THERE A LIEN AGAINST THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				DESCRIPTION			
LIEN HOLDER _____ AMOUNT \$ _____				NONE			
COMMENTS				TERMS OF FINANCING			
Identify any items, inducements or specific repairs included in the sale price and indicate retail value of items or inducements				AMOUNT OF PAYMENTS _____ NO. OF PAYMENTS _____			
SOLD NOT CERTIFIED				PAYMENTS START ON _____ CREDIT APPROVAL _____			
NO DEALER WARRANTY				CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION.			
				WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
				PURCHASER'S INITIALS _____			
				TERMS OF THE CONTRACT			
				VEHICLE SOLD "AS IS": The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.			
				If this space is not initialed, this clause does not form part of this agreement.			
				Purchaser's Initials _____			
SALESPERSON SIGNATURE				TOTAL BALANCE DUE: \$ 23617⁰⁰			
SALESPERSON'S NAME (PLEASE PRINT): DOUG WATT		REGISTRATION NO.: 4298833					
SALESPERSON'S SIGNATURE: <i>[Signature]</i>							
VENDOR'S ACCEPTANCE							
DEALER REGISTRATION No.: 4891958		NAME OF OFFICIAL (PLEASE PRINT): D WATT					
ACCEPTOR'S REGISTRATION No.: 4288833		TITLE: MGR					
DATE: 02/08/19		ACCEPTOR'S SIGNATURE: <i>[Signature]</i>					
THIS OFFER IS NOT BINDING UNLESS ACCEPTED BY VENDOR.				YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES. YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.			
				Purchaser's Signature: <i>[Signature]</i>			
				Co-Signer's Name (Print) _____			
				Co-Signer's Signature _____			

35000

2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
5	6	7	8	9	A	B	C	D	E	F	G	H	I	J	K

UCDA WHOLESALE BILL OF SALE

DATE: Feb 12, 2019

SELLER MVD REG # 5256433

PURCHASER MVD REG #

NAME 401 AUTO CANADA

NAME MOTION TRANSPORT LTD

ADDRESS 325 INGERSOLL STREET

ADDRESS 7 ISLINGTON DR

CITY / PROV / PG INGERSOLL, ON N5C 3J7

CITY / PROV / PG BRAMPTON, ON L6P 3A6

TEL # (519)650-4771 FAX # (519)485-2101

TEL # FAX #

STOCK #	YEAR	MAKE	MODEL	COLOR	TRIM LEVEL	GAS / DIESEL / HYBRID	PRICE
9974P	2005	FREIGHTLINER	CONVENTIONAL	ORANGE	BUNK		3,000.00
VEHICLE OR VIN #						DISTANCE TRAVELLED	
1 F U J B B C G 5 5 L U 3 8 2 6 9						17,763.59	

SELLING DEALER'S INFORMATION

PURCHASING DEALER'S INFORMATION

Salesperson's Registration #

Salesperson's Registration #

Salesperson's Name

Salesperson's Name

Signature

Signature

R80801D805
MVT Registration #

MVT Registration #

TAX	\$ 391.30
LICENSING	\$ 32.00
TOTAL	\$ 3,423.30

TERMS OF THIS AGREEMENT:
The buyer and seller acknowledge having read the terms of the contract, including those on the reverse and understand and agree that the written forms on this contract form the entire agreement.

SEARCHES PROVIDED

- UCDA Lien Search & Rwik Check™
- Out-of-Province Lien Search

- Auto Check™
- Ontario Vehicle History Search

- CARFAX™
- CAN CHECK™
- Carproof

www.ucdasherches.com or call: 416-599-7412 or 1-800-668-8265

MANDATORY DISCLOSURE STATEMENT AS REQUIRED BY MVDA, 2002

RTO REGISTRATION BRAND: REPAIRABLE REBUILT SALVAGE NONE

DISTANCE TRAVELLED
 IS OPERATIONAL/FULLY BROKEN/REPLACED OR ROLLED BACK
 IF YES, SEE SECTION 1 ON REVERSE AND CHECK APPROPRIATE BOX HERE YES NO
 IF YES CHECKED, SHOW PREVIOUS ODOMETER READING YES NO
 AND DATE OF PREVIOUS READING

DAY RENTAL YES NO
 FIRE DAMAGED YES NO
 WATER DAMAGED YES NO
 DOES VEHICLE REQUIRE REPAIRS TO SUSPENSION/SUBFRAME
 YES NO
 STRUCTURAL PARTS DAMAGED/WATERED OR REPAIRED
 YES NO
 ANY PREVIOUS DAMAGE REPAIRED EXPOSING STAIN
 YES NO
 HAVE THE MAKE, MAKE/TYPE, MAKE/TYPE OR DETAILS BEEN CHANGED OR HAVE
 THE ORIGINAL PRODUCTION IDENTIFICATION BEEN CHANGED
 YES NO
 ANY OTHER DISCLOSURE

WITHIN THE LAST SEVEN YEARS WAS THIS AN:

OUT OF PROVINCE VEHICLE YES NO

US VEHICLE YES NO

IF YES IDENTIFY PROVINCE(S) AND/OR STATE(S)

W/I _____

AIR LOCK/REAR BRKES INOPERABLE YES Not Applicable
 AIR BAGS MISSING/INOPERABLE YES Not Applicable
 POLLUTION CONTROL INOPERABLE YES Not Applicable
 HAS VEHICLE EVER BEEN DECLARED
 TOTAL LOSS BY AN INSURER YES NO
 THEFT RECOVERED YES NO
 MANUFACTURER'S WARRANTY CANCELLED YES NO
 ANY BODY PANELS PAINTED OR REPLACED YES NO

10,000

NEXT TRUCK INC.

280 WOOLWICH ST. S, UNIT #205, BRESLAU, ONTARIO N0B 1M0
 TEL. 519-648-3914 FAX. 519-648-3977

UCDA USED VEHICLE BILL OF SALE

DAY: 11 MONTH: 02 YEAR: 19

PURCHASER'S INFORMATION				VEHICLE INFORMATION			
PURCHASER'S NAME: FIRST MIDDLE INITIAL LAST MOTION TRANSPORT LTD				YEAR: 13	MAKE: MAZDA	MODEL: CRUZER	TRIM LEVEL: SPORT
PURCHASER'S ADDRESS 7 ISLINGTON DR				V.I.N. #	1M1AW01ZY81DM03116318		
CITY/TOWN: BRAMPTON	PROVINCE: ON	POSTAL CODE: L6P-3A6	DISTANCE TRAVELLED <input checked="" type="checkbox"/> KMS <input type="checkbox"/> MILES				
HOME TELEPHONE No. BUSINESS TELEPHONE No.				<input type="checkbox"/> DISTANCE UNKNOWN (if unknown check one of the following) <input type="checkbox"/> Vehicle had travelled _____ as of _____ True distance travelled believed to be higher. <input checked="" type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading.			
DRIVER'S LICENCE No. EXPIRY DATE				DETAILS OF DELIVERY			
E-MAIL ADDRESS				THE VEHICLE WILL BE DELIVERED WITH A SAFETY STANDARDS CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
INSURANCE INFORMATION				DEALER GUARANTY		TERMS OF SETTLEMENT	
NAME OF INSURANCE COMPANY				IS THERE A DEALER GUARANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SELLING PRICE: 6000.00	
POLICY NO. EXPIRY DATE				IF YES, COMPLETE THIS SECTION.		EXTENDED WARRANTY	
INSURANCE AGENT & PHONE NO.				DAYS OR _____ KM (WHICHEVER COMES FIRST)			
VEHICLE TO BE TRADED IN				DESCRIPTION: NONE			
YEAR: _____	MAKE: _____	MODEL: _____	TRIM LEVEL: _____	EXTENDED WARRANTY			
EXACT DISTANCE THAT THE VEHICLE HAS TRAVELLED				IS THERE AN EXTENDED WARRANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input type="checkbox"/> NO		SUB-TOTAL: 6000.00	
<input type="checkbox"/> KMS. <input type="checkbox"/> MILES				IF YES, COMPLETE THIS SECTION.		DEDUCT TRADE-IN ALLOWANCE (IF ANY)	
H.S.T. REGISTRANT / REGISTRATION No.				RETAIL VALUE IF INCLUDED IN VEHICLE SELLING PRICE \$		NET DIFFERENCE	
IS THERE A LIEN AGAINST THIS VEHICLE? <input type="checkbox"/> YES <input type="checkbox"/> NO				COMPANY		HST REGISTRANTS ONLY H.S.T. ON SUB-TOTAL: 780.00	
LIEN HOLDER AMOUNT \$				MONTHS OR _____ KM (WHICHEVER COMES FIRST)		HST NON-REGISTRANTS ONLY H.S.T. ON NET DIFFERENCE	
COMMENTS				DESCRIPTION		LICENCE FEE	
Identify any items, inducements or specific repairs included in the sale price and indicate retail value of items or inducements.				DESCRIPTION: NONE		GASOLINE	
SOLD AS IS				TERMS OF FINANCING		PAYOUT LIEN ON TRADE-IN	
NO DEALER WARRANTY				AMOUNT OF PAYMENTS NO. OF PAYMENTS		HST REGISTRANTS ONLY DEDUCT H.S.T. PAYABLE ON TRADE-IN	
TRUCK HAS ENGINE ISSUES + CODES ON DASH.				PAYMENTS START ON CREDIT APPROVAL		SUB-TOTAL: 6780.00	
IN ORDER TO BE INFORMED OF CURRENT AND FUTURE RECALLS YOU SHOULD REGISTER THE VEHICLE WITH THE MANUFACTURER.				CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION.		DEPOSIT: <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD	
MANUFACTURER PARTICIPATES IN CANADIAN MOTOR VEHICLE ARBITRATION PLAN (CAMVAP) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		PAYABLE ON DELIVERY (CERTIFIED FUNDS ONLY): 6780.00	
CAMVAP STATEMENT ON REVERSE (NOT ALL VEHICLES QUALIFY)				PURCHASER'S INITIALS		INSURANCE: <input type="checkbox"/> LIFE <input type="checkbox"/> LOSS OF INC. <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER	
PRIVACY STATEMENT				TERMS OF THE CONTRACT		R.S.T. ON INSURANCE	
By signing this contract you consent to the dealer contacting you in the future and to the sharing of information with associated businesses so that they may provide you with timely information about their services. You may withdraw your consent in writing at any time.				VEHICLE SOLD "AS IS": The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.		LIEN REGISTRATION FEE	
SALESPERSON SIGNATURE				If this space is not initialed, this clause does not form part of this agreement.		BALANCE FINANCED SUBJECT TO APPROVAL	
SALESPERSON'S NAME (IN FULL PRINT): Dwight Watt		REGISTRATION NO.: 4288833		Purchaser's Initials: _____		NET AMOUNT TO BE FINANCED	
SALESPERSON'S SIGNATURE: <i>Dwight Watt</i>		NAME OF OFFICIAL (PLEASE PRINT): DWIGHT WATT		YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES. YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.		COST OF BORROWING %	
VENDOR'S ACCEPTANCE		NAME OF OFFICIAL (PLEASE PRINT): MGR		Purchaser's Signature _____		TOTAL BALANCE DUE: \$ 6780.00	
VEHICLE REGISTRATION NO.: 4891958		TITLE: MGR		Co-Signer's Name (Print) _____			
ACCEPTOR'S REGISTRATION NO.: 4288833		ACCEPTOR'S SIGNATURE: <i>[Signature]</i>		Co-Signer's Signature _____			
DATE: 11/02/19							



BILL OF SALE

DATE OF SALE **14 September 2019**

SELLER; - **6 & Z TRUCK REPAIRS INC.**
37 SPRINGWOOD HEIGHT CRES.
BRAMPTON ONTARIO LCP 2CP

HST; 877523001RT0001

BUYER; **MOTION TRANSPORT LTD.**
3-1453 CORNWALL RD
OAKVILLE ONTARIO L6J 7T5

VIN **1FUJA6CK65LN90429**

YEAR; **2005**

MAKE/COLOR **FRHT/WHITE**

SALE PRICE; \$ 7500.00

HST; \$ 975.00

TOTAL **\$ 8475.00**

10,000

I am the legal owner of the above described vehicle as evidence by the attached registration (and where applicable, title) for the vehicle or equipment the above described vehicle / equipment, is clear title. There are no liens or encumbrances against this vehicle / equipment selling as-is.

Agreed to this 14 sept 2019 in city of Brampton, Ontario.

Seller's Signature

ROSS R. S. B. M. A. R.

Buyer's Signature

B.S.M.

NEXT TRUCK INC.

280 WOOLWICH ST. S, UNIT #205, BRESLAU, ONTARIO N0B 1M0
 TEL. 519-648-3914 FAX. 519-648-3977

UCDA USED VEHICLE BILL OF SALE

DAY: 20 MONTH: 09 YEAR: 19

PURCHASER'S INFORMATION				VEHICLE INFORMATION			
PURCHASER'S NAME: MOTION TRANSPORT LTD				YEAR: 07	MAKE: VANGUARD	MODEL: VAN	TRIM LEVEL: WHITE
PURCHASER'S ADDRESS: 7 ISLINGTON DR.				VIN #: 5V18VIA532D7M70185137			
CITY/TOWN: BRAMPTON	PROVINCE: ON	POSTAL CODE: L6P 3A6	DISTANCE TRAVELLED: <input checked="" type="checkbox"/> KMS. <input type="checkbox"/> MILES				
HOME TELEPHONE No.		BUSINESS TELEPHONE No.		<input type="checkbox"/> DISTANCE UNKNOWN (if unknown check one of the following) <input type="checkbox"/> Vehicle had travelled _____ as of _____ True distance travelled believed to be higher. <input checked="" type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading.			
DRIVER'S LICENCE No.		EXPIRY DATE		MFR'S WARRANTY IN-SERVICE DATE			
E MAIL ADDRESS				DELIVERY DATE			
				DETAILS OF DELIVERY			
				THE VEHICLE WILL BE DELIVERED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
				WITH A SAFETY STANDARDS CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
				DAILY RENTAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
				MTO BRAND: NONE			
INSURANCE INFORMATION				DEALER GUARANTY			
NAME OF INSURANCE COMPANY				IS THERE A DEALER GUARANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
POLICY NO. _____ EXPIRY DATE _____				IF YES, COMPLETE THIS SECTION.			
INSURANCE AGENT & PHONE NO. _____				DAYS OR _____ KM			
				(WHICHEVER COMES FIRST)			
				DESCRIPTION: NONE			
VEHICLE TO BE TRADED-IN				EXTENDED WARRANTY			
YEAR	MAKE	MODEL	TRIM LEVEL	COLOUR	IS THERE AN EXTENDED WARRANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
EXACT DISTANCE THAT THE VEHICLE HAS TRAVELLED				IF YES, COMPLETE THIS SECTION.			
_____ <input type="checkbox"/> KMS. <input type="checkbox"/> MILES				RETAIL VALUE IF INCLUDED IN VEHICLE SELLING PRICE \$ _____			
H.S.T. REGISTRANT / REGISTRATION No. _____				COMPANY _____			
IS THERE A LIEN AGAINST THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				_____ MONTHS OR _____ KM			
LIEN HOLDER _____ AMOUNT \$ _____				(WHICHEVER COMES FIRST)			
COMMENTS				DESCRIPTION: NONE			
Identify any items, inducements or specific repairs included in the sale price and indicate retail value of items or inducements							
SOLD NOT CERTIFIED							
NIO DEALER WARRANTY.							
TERMS OF FINANCING				TERMS OF SETTLEMENT			
AMOUNT OF PAYMENTS		NO. OF PAYMENTS		SELLING PRICE		3575 ⁰⁰	
PAYMENTS START ON		CREDIT APPROVAL		EXTENDED WARRANTY			
CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION.				SUB-TOTAL		3575 ⁰⁰	
WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				DEDUCT TRADE-IN ALLOWANCE (IF ANY)			
PURCHASER'S INITIALS _____				NET DIFFERENCE			
				HST REGISTRANTS ONLY H.S.T. ON SUB-TOTAL		464 ⁸⁸	
				HST NON-REGISTRANTS ONLY H.S.T. ON NET DIFFERENCE			
				LICENCE FEE			
				GASOLINE			
				PAYOUT LIEN ON TRADE-IN			
				HST REGISTRANTS ONLY DEDUCT H.S.T. PAYABLE ON TRADE-IN			
				SUB-TOTAL		4040 ⁸⁸	
				DEPOSIT: <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD			
				PAYABLE ON DELIVERY (CERTIFIED FUNDS ONLY)		4040 ⁸⁸	
				INSURANCE: <input type="checkbox"/> LIFE <input type="checkbox"/> LOSS OF INC.			
				INSURANCE: <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER			
				R.S.T. ON INSURANCE			
				LIEN REGISTRATION FEE			
				BALANCE FINANCED SUBJECT TO APPROVAL			
				NET AMOUNT TO BE FINANCED			
				COST OF BORROWING %			
				TOTAL BALANCE DUE		\$ 4040 ⁸⁸	
IN ORDER TO BE INFORMED OF CURRENT AND FUTURE RECALLS YOU SHOULD REGISTER THE VEHICLE WITH THE MANUFACTURER.				VEHICLE SOLD "AS IS": The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.			
MANUFACTURER PARTICIPATES IN CANADIAN MOTOR VEHICLE ARBITRATION PLAN (CAMVAP) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO CAMVAP STATEMENT ON REVERSE (NOT ALL VEHICLES QUALIFY)							
PRIVACY STATEMENT By signing this contract you consent to the dealer contacting you in the future and to the sharing of information with associated businesses so that they may provide you with timely information about their services. You may withdraw your consent in writing at any time.				If this space is not initialled, this clause does not form part of this agreement. Purchaser's Initials _____			
SALESPERSON SIGNATURE SALES PERSON'S NAME (PLEASE PRINT): DOUG WATT REGISTRATION NO.: 4288833 SALES PERSON'S SIGNATURE: <i>DWatt</i>				SALES FINAL. Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it, unless the motor vehicle dealer has failed to comply with certain legal obligations.			
VENDOR'S ACCEPTANCE DEALER REGISTRATION No.: 4891958 NAME OF OFFICIAL (PLEASE PRINT): DWATT ACCEPTOR'S REGISTRATION No.: 4288833 TITLE: MGR DATE: 20/09/19 ACCEPTOR'S SIGNATURE: <i>DWatt</i>				YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES. YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.			
THIS OFFER IS NOT BINDING UNLESS ACCEPTED BY VENDOR.				Purchaser's Signature: <i>[Signature]</i> Co-Signer's Name (Print): _____ Co-Signer's Signature: _____			

\$5000

NEXT TRUCK INC.

280 WOOLWICH ST. S, UNIT #205, BRESLAU, ONTARIO N0B 1M0
 TEL. 519-648-3914 FAX. 519-648-3977

UCDA USED VEHICLE BILL OF SALE

DAY: 19 MONTH: 09 YEAR: 19

PURCHASER'S INFORMATION				VEHICLE INFORMATION			
PURCHASER'S NAME: FIRST MIDDLE INITIAL LAST MOTION TRANSPORT LTD				YEAR: 07	MAKE: VANGUARD	MODEL: VAN	TRIM LEVEL: WHITE
PURCHASER'S ADDRESS: 7 ISLINGTON DR.				VIN # 5Y18VIA53267M7081394			
CITY/TOWN: BRAMPTON		PROVINCE: ON	POSTAL CODE: L6P 3A6	DISTANCE TRAVELLED: <input checked="" type="checkbox"/> KMS. <input type="checkbox"/> MILES			
HOME TELEPHONE No.:		BUSINESS TELEPHONE No.:		<input type="checkbox"/> DISTANCE UNKNOWN (if unknown check one of the following) <input type="checkbox"/> Vehicle had travelled _____ as of _____ True distance travelled believed to be higher. <input checked="" type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading.			
DRIVER'S LICENCE No.:		EXPIRY DATE:		MFR'S WARRANTY IN-SERVICE DATE:		DELIVERY DATE:	
E-MAIL ADDRESS:				THE VEHICLE WILL BE DELIVERED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DAILY RENTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
				WITH A SAFETY STANDARDS CERTIFICATE		MTO BRAND: NONE	

INSURANCE INFORMATION		DEALER GUARANTY		TERMS OF SETTLEMENT	
NAME OF INSURANCE COMPANY:		IS THERE A DEALER GUARANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SELLING PRICE: 3576⁵⁰	
POLICY NO.:		IF YES, COMPLETE THIS SECTION.		EXTENDED WARRANTY:	
EXPIRY DATE:		DAYS OR _____ KM			
INSURANCE AGENT & PHONE NO.:		DESCRIPTION: NONE			

VEHICLE TO BE TRADED-IN		EXTENDED WARRANTY		TERMS OF SETTLEMENT	
YEAR:	MAKE:	MODEL:	TRIM LEVEL:	COLOUR:	
EXACT DISTANCE THAT THE VEHICLE HAS TRAVELLED		IS THERE AN EXTENDED WARRANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		SUB-TOTAL: 3576⁵⁰	
<input type="checkbox"/> KMS. <input type="checkbox"/> MILES		IF YES, COMPLETE THIS SECTION.		DEDUCT TRADE-IN ALLOWANCE (IF ANY):	
H.S.T. REGISTRANT / REGISTRATION No.:		RETAIL VALUE IF INCLUDED IN VEHICLE SELLING PRICE \$:		NET DIFFERENCE:	
IS THERE A LIEN AGAINST THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		COMPANY:		HST REGISTRANTS ONLY H.S.T. ON SUB-TOTAL: 464⁸⁸	
LIEN HOLDER:		MONTHS OR _____ KM		HST NON-REGISTRANTS ONLY H.S.T. ON NET DIFFERENCE:	
AMOUNT \$:		DESCRIPTION: NONE		LICENCE FEE:	

COMMENTS		TERMS OF FINANCING		TERMS OF SETTLEMENT	
Identify any items, inducements or specific repairs included in the sale price and indicate retail value of items or inducements.		AMOUNT OF PAYMENTS:		DEPOSIT: <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD	
SOLD NOT CERTIFIED		NO. OF PAYMENTS:		GASOLINE:	
NO DEALER WARRANTY		PAYMENTS START ON:		PAYOUT LIEN ON TRADE-IN:	
		CREDIT APPROVAL:		HST REGISTRANTS ONLY DEDUCT H.S.T. PAYABLE ON TRADE-IN:	
		CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION.		SUB-TOTAL: 4040⁸⁸	
		WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		PAYABLE ON DELIVERY (CERTIFIED FUNDS ONLY): 4040⁸⁸	
		PURCHASER'S INITIALS:		INSURANCE: <input type="checkbox"/> LIFE <input type="checkbox"/> LOSS OF INC.	

IN ORDER TO BE INFORMED OF CURRENT AND FUTURE RECALLS YOU SHOULD REGISTER THE VEHICLE WITH THE MANUFACTURER.		TERMS OF THE CONTRACT		TERMS OF SETTLEMENT	
MANUFACTURER PARTICIPATES IN CANADIAN MOTOR VEHICLE ARBITRATION PLAN (CAMVAP) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		VEHICLE SOLD "AS IS": The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.		R.S.T. ON INSURANCE:	
CAMVAP STATEMENT ON REVERSE (NOT ALL VEHICLES QUALIFY)		If this space is not initialed, this clause does not form part of this agreement.		LIEN REGISTRATION FEE:	
PRIVACY STATEMENT		Purchaser's Initials: _____		BALANCE FINANCED SUBJECT TO APPROVAL:	
By signing this contract you consent to the dealer contacting you in the future and to the sharing of information with associated businesses so that they may provide you with timely information about their services. You may withdraw your consent in writing at any time.				NET AMOUNT TO BE FINANCED:	
SALESPERSON SIGNATURE:				COST OF BORROWING %:	
SALESPERSON'S NAME (PLEASE PRINT): DOUG WATKINS				TOTAL BALANCE DUE: \$ 4040⁸⁸	
REGISTRATION NO.: 4288833					
SALESPERSON'S SIGNATURE: <i>[Signature]</i>					

VENDOR'S ACCEPTANCE		SALES FINAL	
DEALER REGISTRATION No. 4891958		Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it, unless the motor vehicle dealer has failed to comply with certain legal obligations.	
NAME OF OFFICIAL (PLEASE PRINT): D. WATKINS		YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES. YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.	
ACCEPTOR'S REGISTRATION No. 4288833		Purchaser's Signature: <i>[Signature]</i>	
TITLE: MGR		Co-Signer's Name (Print): _____	
DATE: 19/09/19		Co-Signer's Signature: _____	
ACCEPTOR'S SIGNATURE: <i>[Signature]</i>			

SALES FINAL Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it, unless the motor vehicle dealer has failed to comply with certain legal obligations.

YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES. YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.

Purchaser's Signature: *[Signature]*
 Co-Signer's Name (Print): _____
 Co-Signer's Signature: _____

\$5000



Ritchie Bros Auctioneers (Canada) Ltd
9500 Glenlyon Parkway
Burnaby, BC, CAN V5J 0C6
Tel: 1 (778) 331-5500 Fax: 1 (778) 331-4636
www.rbauktion.com

Sold to: MOTION TRANSPORT LTD
1453 CORNWALL ROAD UNIT 3
OAKVILLE, ON CANADA L6J7T5

Auction number: 2020187
Auction date: 2020/03/03

INVOICE
202018701525

Auction location: Bolton, ON, CAN
3 Manchester Court
Bolton, ON CAN L7E 2Y1
Tel: 1 (905) 857-2422 Fax: 1 (905) 857-5195

Buyer number: 1525
Contact name: SUBEET RANDHAWA
Customer number: 13259920
Tel:
Fax:
Cell: 1 (289) 946-5000

Lot No.	Description	Price	Tax1	Tax2	Tax3	CAD Total
284	2015 Volvo VNL Sleeper Truck Tractor (T/A) s/n: 4V4NC9EH6FN928970 / D13, 455 hp, eng brake, A/T, A/R susp, 12350 lb frt, 40000 lb rears, 52 in axle spread, 214 in WB, 60 in sleeper, WHITE	24,000.00	3,120.00			27,120.00
	Transaction Fee (On Lots > 10,000)	1,000.00	130.00			1,130.00
	Doc Admin Fees	65.00	8.45			73.45
	Sub Totals	25,065.00	3,258.45			28,323.45
293	2015 Volvo VNL Sleeper Truck Tractor (T/A) s/n: 4V4NC9EH0FN189281 / D13, 455 hp, eng brake, l-shift A/T, A/R susp, 12500 lb frt, 40000 lb rears, 52 in axle spread, 76 in sleeper, BLACK	15,000.00	1,950.00			16,950.00
	Transaction Fee (On Lots > 10,000)	1,000.00	130.00			1,130.00
	Doc Admin Fees	65.00	8.45			73.45
	Sub Totals	16,065.00	2,088.45			18,153.45

Payment options:

- Wire transfer to: Remit payment in Canadian funds.

Royal Bank of Canada
Main Branch - 200 Bay St, Toronto, ON M5J 2J5
Transit Number: 00002-003, Swift code: ROYCCAT2
Beneficiary: Ritchie Bros. Auctioneers (Canada) Ltd.
Account number: 00002 111 839 7
Reference Invoice #: 202018701525

Total Purchase: 41,130.00
Tax1 (HST) @ 13.00%: 5,346.90

- Other approved payment forms can be directed to:

Ritchie Bros. Auctioneers
3 Manchester Court
Bolton, ON L7E2W5 CAN

TOTAL: 46,476.90
Amount Paid: 0.00
Balance Owning: 46,476.90

GST Reg No. 877 559 278

\$22.92 per day will be charged on overdue accounts.

Invoice in accordance with bidder registration agreement. Every item is sold "as is" and "where is" as per our Auction Terms of sale. Purchases must be paid in full within 7 days of the end of the auction. No removals until paid in full. Overdue accounts - interest charged per our Auction Terms of sale. Please pay from this invoice - we do not issue statements. Auctioneers are not the principals in this sale but are acting solely as agents.



Auction number: 2020187
 Auction date: 2020/03/03

INVOICE
 # 202018754926

Ritchie Bros Auctioneers (Canada) Ltd
 9500 Glenlyon Parkway
 Burnaby, BC, CAN V5J 0C6
 Tel: 1 (778) 331-5500 Fax: 1 (778) 331-4636
 www.rbauktion.com

Auction location: Bolton, ON, CAN
 3 Manchester Court
 Bolton, ON CAN L7E 2Y1
 Tel: 1 (905) 857-2422 Fax: 1 (905) 857-5195

Sold to: MOTION TRANSPORT LTD
 3-1453 CORNWALL ROAD
 OAKVILLE, ON CANADA L6J7T5

Buyer number: 54926
Contact name: SUBEET RANDHAWA
Customer number: 13259920
 Tel: Fax:
 Cell: 1 (289) 946-5090

Lot No.	Description	Price	Tax1	Tax2	Tax3	CAD Total
5951	2007 Volvo VNL Sleeper Truck Tractor (T/A) s/n: 4Y4NC9GH57N441735 / D12, 465 hp, eng brake, Eaton Fuller 9 spd, frt A/R susp, A/R susp, 12350 lb frt, 38000 lb rears, 52 in. axle spread, 214 in WB, 60 in. sleeper, WHITE	5,750.00	747.50			6,497.50
	Transaction Fee (On Lots <= 10,000)	575.00	74.75			649.75
	Doc Admin Fees	65.00	8.45			73.45
	Sub Totals	6,390.00	830.70			7,220.70

Payment options:

- Wire transfer to: Remit payment in Canadian funds.

Royal Bank of Canada
 Main Branch - 200 Bay St, Toronto, ON M5J 2J5
 Transit Number: 00002-003, Swift code: ROYCCAT2
 Beneficiary: Ritchie Bros Auctioneers(Canada) Ltd
 Account number: 00002 111 839 7
 Reference Invoice #:202018754926

- Other approved payment forms can be directed to:

Ritchie Bros. Auctioneers
 3 Manchester Court
 Bolton, ON L7E2W5 CAN

Total Purchase:	6,390.00
Tax1 (HST) @ 13.00%	830.70

TOTAL:	7,220.70
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Amount Paid:	0.00
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Balance Owing:	7,220.70
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GST Reg No 877 559 276

\$3.56 per day will be charged on overdue accounts.

Invoice in accordance with bidder registration agreement. Every item is sold "as is" and "where is" as per our Auction Terms of sale. Purchases must be paid in full within 7 days of the end of the auction. No removals until paid in full. Overdue accounts - interest charged per our Auction Terms of sale. Please pay from this invoice - we do not issue statements. Auctioneers are not the principals in this sale but are acting solely as agents.

NEXT TRUCK INC.

280 WOOLWICH ST. S, UNIT #205, BRESLAU, ONTARIO N0B 1M0
 TEL. 519-648-3914 FAX. 519-648-3977

FILE 20-51

HST #: 863386702RT0001

UODA USED VEHICLE BILL OF SALE

DAY MONTH YEAR
 24 03 20

PURCHASER'S INFORMATION				VEHICLE INFORMATION			
PURCHASER'S NAME: MOTION TRANSPORT LTD				YEAR: 15	MAKE: WABASH	MODEL: REFRIGER VAN	COLOUR: WHITE
PURCHASER'S ADDRESS: 7 ISLINGTON DR				VIN #: 2JTTV532B16FL81422916			
CITY/TOWN: BRAMPTON		PROVINCE: ON	POSTAL CODE: L6P 3A6	DISTANCE TRAVELLED: <input checked="" type="checkbox"/> KMS. <input type="checkbox"/> MILES			
HOME TELEPHONE No.:		BUSINESS TELEPHONE No.:		<input type="checkbox"/> DISTANCE UNKNOWN (if unknown check one of the following) <input type="checkbox"/> Vehicle had travelled _____ as of _____ True distance travelled believed to be higher. <input checked="" type="checkbox"/> Actual distance travelled may be substantially higher than odometer reading.			
DRIVER'S LICENCE No.:		EXPIRY DATE:		MFR'S WARRANTY IN SERVICE DATE: _____ DELIVERY DATE: _____			
E-MAIL ADDRESS:				THE VEHICLE WILL BE DELIVERED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO WITH A SAFETY STANDARDS CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO DAILY RENTAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO MTO BRAND: NONE			

INSURANCE INFORMATION	
NAME OF INSURANCE COMPANY: _____	
POLICY NO.:	EXPIRY DATE: _____
INSURANCE AGENT & PHONE NO.:	
VEHICLE TO BE TRADED-IN	
YEAR:	MAKE:
MODEL:	TRIM LEVEL:
COLOUR:	_____
VIN #: _____	
EXACT DISTANCE THAT THE VEHICLE HAS TRAVELLED	
<input type="checkbox"/> KMS. <input type="checkbox"/> MILES	
H.S.T. REGISTRANT / REGISTRATION No.:	
IS THERE A LIEN AGAINST THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
LIEN HOLDER:	AMOUNT \$:
COMMENTS	
Identify any items, inducements or specific repairs included in the sale price and indicate retail value of items or inducements	
<p>SOLD NOT CERTIFIED NO DEALER WARRANTY TRAILER HAS REFRIG UNIT ISSUES / PROBLEM UNKNOWN</p>	

DEALER GUARANTY	
IS THERE A DEALER GUARANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
IF YES, COMPLETE THIS SECTION.	
DAYS OR _____	KM _____
(WHICHEVER COMES FIRST)	
DESCRIPTION: NONE	
EXTENDED WARRANTY	
IS THERE AN EXTENDED WARRANTY ON THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
IF YES, COMPLETE THIS SECTION.	
RETAIL VALUE IF INCLUDED IN VEHICLE SELLING PRICE \$: _____	
COMPANY: _____	MONTHS OR _____
KMS. _____	
(WHICHEVER COMES FIRST)	
DESCRIPTION: NONE	
TERMS OF FINANCING	
AMOUNT OF PAYMENTS:	NO. OF PAYMENTS:
PAYMENTS START ON: _____	CREDIT APPROVAL: _____
CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION.	
WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURCHASER'S INITIALS: _____	

TERMS OF SETTLEMENT	
SELLING PRICE	16000⁰⁰
EXTENDED WARRANTY	
SUB-TOTAL 16000⁰⁰	
DEDUCT TRADE-IN ALLOWANCE (IF ANY)	
NET DIFFERENCE	
HST REGISTRANTS ONLY H.S.T. ON SUB-TOTAL	2080⁰⁰
HST NON-REGISTRANTS ONLY H.S.T. ON NET DIFFERENCE	
LICENCE FEE	
GASOLINE	
PAYOUT LIEN ON TRADE-IN	
HST REGISTRANTS ONLY DEDUCT H.S.T. PAYABLE ON TRADE-IN	
SUB-TOTAL	18080⁰⁰
DEPOSIT: <input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE <input type="checkbox"/> CREDIT CARD	
PAYABLE ON DELIVERY (CERTIFIED FUNDS ONLY)	18080⁰⁰
INSURANCE: <input type="checkbox"/> LIFE <input type="checkbox"/> LOSS OF INC.	
INSURANCE: <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER	
R.S.T. ON INSURANCE	
LIEN REGISTRATION FEE	
BALANCE FINANCED SUBJECT TO APPROVAL	
NET AMOUNT TO BE FINANCED	
COST OF BORROWING %	
TOTAL BALANCE DUE	\$ 18080⁰⁰

IN ORDER TO BE INFORMED OF CURRENT AND FUTURE RECALLS YOU SHOULD REGISTER THE VEHICLE WITH THE MANUFACTURER.	
MANUFACTURER PARTICIPATES IN CANADIAN MOTOR VEHICLE ARBITRATION PLAN (CAMVAP) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CAMVAP STATEMENT ON REVERSE (NOT ALL VEHICLES QUALIFY)	
PRIVACY STATEMENT	
By signing this contract you consent to the dealer contacting you in the future and to the sharing of information with associated businesses so that they may provide you with timely information about their services. You may withdraw your consent in writing at any time.	
SALESPERSON SIGNATURE	
SALESPERSON'S NAME (PLEASE PRINT): DOUG WATK	REGISTRATION NO.: 4288833
SALESPERSON'S SIGNATURE: <i>DW</i>	
VENDOR'S ACCEPTANCE	
DEALER REGISTRATION NO.: 4891958	NAME OF OFFICIAL (PLEASE PRINT): D WATK
ACCEPTOR'S REGISTRATION NO.: 4288833	TITLE: MGR
DATE: 24/03/20	ACCEPTOR'S SIGNATURE: <i>[Signature]</i>
THIS OFFER IS NOT BINDING UNLESS ACCEPTED BY VENDOR.	

VEHICLE SOLD "AS IS": The motor vehicle sold under this contract is being sold "as-is" and is not represented as being in roadworthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the purchaser's expense. It may not be possible to register the vehicle to be driven in its current condition.

Purchaser's Initials: _____

If this space is not initialled, this clause does not form part of this agreement.

SALES FINAL Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it, unless the motor vehicle dealer has failed to comply with certain legal obligations.

YOU ACKNOWLEDGE HAVING READ ALL THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON ATTACHED PAGES YOU UNDERSTAND THESE TERMS MAKE UP THE ENTIRE CONTRACT.

Purchaser's Signature: _____
 Co-Signer's Name (Print): _____
 Co-Signer's Signature: _____

35000

IN THE MATTER OF AN ARBITRATION under the *Arbitration Act 1991*, SO 1991, C1:

B E T W E E N:

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

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

Respondents

AFFIDAVIT OF BALDEV DHINDSA

I, Baldev Dhindsa, of the City of Brampton, in the Province of Ontario., MAKE OATH
AND SAY:

1. I am the principal of Motion Transport Ltd. ("Motion"), and as such have personal knowledge of the matters to which I herein depose. Where my affidavit is based on information and belief, I have identified the source thereof and verily believe it to be true.

Background

2. I am the sole shareholder, officer, and director of Motion. I have significant experience in the trucking industry and have been an owner-operator for many years.

3. Motion was incorporated in May of 2018 but did not commence business operations until December 2019. It took time to assemble the necessary equipment to commence operations, and I was purchasing trucks and trailers for that purpose in the months prior.

APPENDIX "C"

Nasri, Behnoosh

From: Kelman, David
Sent: Monday, September 13, 2021 10:13 AM
To: 'dave@utw.ca'
Subject: KSV re Randhawa [IWOV-LEGAL.054670-00001]
Attachments: Affidavit of David Rawn (Final).DOCX; Exhibit A to Rawn Affidavit.jpg

Hi Dave,

Your affidavit, along with the lone exhibit, is attached. Once you confirm that the contents are accurate, I can send along a PDF and a link for a Zoom meeting to take care of the commissioning.

Thanks,

David

Cassels | **DAVID KELMAN** *(he/him/his)*
t: +1 416 869 5343
e: dkelman@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 2100, Scotia Plaza, 40 King St. W.
Toronto, ON M5H 3C2 Canada

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

B E T W E E N:

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

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

Respondents

AFFIDAVIT OF DAVID RAWN

I, David Rawn, of the City of Cambridge in the Province of Ontario, MAKE OATH
AND SAY:

1. I was employed by the Respondent ASR Transportation Inc. ("**ASR**") from 2016 until 2021. Prior to the end of my employment, I served as the General Manager of ASR. In that capacity, I reported directly to Rana Randhawa ("**Rana**") and was responsible for managing the operations of ASR. As such, I have knowledge of the matters contained in this affidavit, and to the extent that I do not have personal knowledge of such matters I have stated the source of my information or belief and believe it to be true.
2. This affidavit is sworn to confirm information that I previously provided to KSV Restructuring Inc. 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.

Motion Transport Ltd.

3. In 2018, Rana advised me that he wanted to start a new trucking business. I subsequently found out that the name of the trucking business was Motion Transport Ltd. ("**Motion**"), a trucking operating from Brampton Ontario. Rana's son, Subeet Randhawa ("**Subeet**"), was employed by Motion.

4. I provided the Receiver with a business card for Maryam Tehrani, a former employee of ASR and a close friend of Rana's, which lists Ms. Tehrani as the CFO of Motion. I located this business card at ASR's warehouse at 1453 Cornwall Road, Oakville. A true and accurate photograph of Ms. Tehrani's business card is attached as **Exhibit "A"** to this affidavit.

Diversion of Assets and Other Resources from ASR to Motion

5. At Rana's instruction, I would sometimes assist Subeet in operating Motion, including locating trucking engagements for Motion to execute. It appeared to me that Subeet was not knowledgeable in managing a trucking business. I never received any compensation from Motion in return for the operational assistance that I provided.

6. I frequently observed Nicolas Peet, one of ASR's drivers, driving ASR Truck #222 on Motion's behalf for engagements that I believe were entirely unrelated to ASR's business and for which ASR did not receive any compensation.

7. In 2019, Nikhill Bhullerl, a dispatcher at ASR, advised me that fuel cards that were purchased by ASR for purposes of fueling ASR's trucks were actually being used in respect of engagements that were not assigned to any ASR drivers. In the course of investigating this matter further, Mr. Peet advised me that, with Rana's authorization, he was using ASR's fuel cards to purchase fuel for engagements that he was executing on Motion's behalf.

8. I am not aware of ASR receiving any compensation from Motion in return for ASR's diversion or use of assets and other resources as set out above.

Sworn remotely by David Rawn of the City of Cambridge in the Province of Ontario, before me at the City of Toronto on September 13, 2021, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. }

Commissioner for Taking Affidavits
(or as may be)

David Rawn

SWINDERPAL SINGH RANDHAWA and RANA PARTAP SINGH RANDHA WA *et al.*
Applicant Respondent

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

PROCEEDING COMMENCED AT
TORONTO

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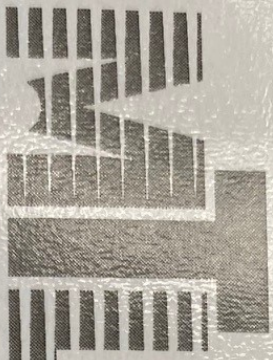
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SWINDERPAL SINGH RANDHAWA

And

RANA PARTAP SINGH RANDHAWA et al.

Applicant

Respondents

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

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**EIGHTH REPORT OF KSV RESTRUCTURING INC.
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