Court File No.: CV-24-00003312-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

TRANS GLOBE LOGISTICS INC., POLESTAR HOLDINGS LTD., AND COMPASS ROSE INTERNATIONAL TRANSPORTATION INC.

Respondents

FIRST REPORT OF KPMG INC.
IN ITS CAPACITY AS RECEIVER

MAY 27, 2025

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I. INTRODUCTION

1. On January 15, 2025, (the "**Receivership Date**"), upon application (the "**Application**") by Royal Bank of Canada (the "**Applicant**"), KPMG Inc. ("**KPMG**") was appointed as receiver and manager (in such capacity, the "**Receiver**") pursuant to an order (the "**Receivership Order**") of the Ontario Superior Court of Justice (the "**Court**") under section 243(1) of the *Bankruptcy and Insolvency Act* R.S.O. 1990 c. C.43, as amended (the "**BIA**"), *inter alia,* without security, of all of the assets, undertakings and properties of Trans Globe Logistics Inc. ("**Trans Globe**"), Polestar Holdings Ltd. ("**Polestar**") and Compass Rose International Transportation Inc. ("**Compass Rose**", and together with Trans Globe and Polestar, the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors (the "**Property**"). A copy of the Receivership Order is attached hereto as **Appendix "A"**.

2. The Application was initially heard by the Court on January 8, 2025 (the "**January 8 Hearing**") by video conference. The January 8 Hearing was adjourned to January 15, 2025 at 9:30 a.m. (the "**January 15 Hearing**"). Following the January 8 Hearing, and prior to the January 15 Hearing and its appointment as Receiver, KPMG filed a report with the Court dated January 14, 2025 (the "**Pre-Filing Report**") to provide information to the Court in connection with the Application.

3. Electronic copies of the Receivership Order, the Pre-Filing Report, and other Court materials and documents in connection with these proceedings (the "**Receivership Proceedings**") are available on the Receiver's case website at the following URL: kpmg.com/ca/TransGlobeEtAl (the "**Case Website**").

II. PURPOSE OF THE FIRST REPORT

4. The purpose of this report (the "**First Report**") is to provide this Honourable Court with information pertaining to:

   (a) the Debtors' business and assets;

   (b) several instances and suspected instances of fraudulent, criminal, and other activity in direct violation of the Receivership Order, committed by certain individual representatives of the Debtors and certain other individuals and companies potentially related thereto, including among other things, the theft and misappropriation of certain Property of the Debtors;

(c) the sale process conducted by the Receiver in respect of the Debtors' trucks and trailers, including the solicitation of proposals from various auctioneers and the resulting auction services agreement as between the Receiver and the selected auctioneer;

(d) the process undertaken by the Receiver to solicit proposals from commercial real estate brokers to market and sell the Coleraine Property and the Dunlop Property (each as defined herein), and the resulting broker listing agreements as between the Receiver and the selected brokers;

(e) the activities of the Receiver since the Receivership Date;

(f) the Receiver's general conclusions and recommendations;

(g) the Receiver's request for an order, among other things:

(i) requiring Mr. Randhawa and Mr. Hunt (each as defined herein) to return the Missing Trucks (as defined herein) to the Coleraine Property;

(ii) requiring Mr. Randhawa to repay the Stolen Trans Globe Funds (as defined herein) to the Receiver;

(iii) requiring A. Randhawa and Ms. Randhawa (each as defined herein) to return the Stolen Compass Rose Funds (as defined herein) to the Receiver;

(h) the Receiver's request for an order, among other things, directing 2268325 Ontario Inc., operating as Toronto Truck Tire Centre ("**Toronto Truck**") to return Unit 1120 (as defined herein) to the Receiver, or to make a payment to the Receiver in lieu thereof;

(i) the Receiver's request for an order, among other things:

(i) approving the Auction Agreement (as defined herein);

(ii) authorizing the Auctioneer (as defined herein) to conduct the Auction (as defined herein), in accordance with the terms of the Auction Agreement; and

(iii) vesting in each purchaser at the Auction (each, a "**Purchaser**") the Debtors' and the Receiver's right, title and interest in and to the Property purchased by such

respective Purchaser at the Auction (in each case, the "**Purchased Assets**"), free and clear of any claims and encumbrances;

(j) the Receiver's request for an order approving the Coleraine Broker Listing Agreement and the Dunlop Broker Listing Agreement (each as defined herein); and

(k) the Receiver's request for an order, among other things:

(i) approving this First Report and the activities of the Receiver from the Receivership Date to the date of this First Report, as described herein;

(ii) sealing Confidential Appendix "A" until further Order of this Court; and

(iii) providing the Receiver with investigative powers available to a trustee in bankruptcy under the BIA.

III. TERMS OF REFERENCE

5. In preparing this First Report and making comments herein, the Receiver has been provided with, or has relied upon certain unaudited, draft, and/or internal financial information, the Debtors' records, financial information and projections prepared by the Debtors, discussions with the Debtors' management and information from other third-party sources (collectively, the "**Information**").

6. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook, and accordingly the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. The Receiver has prepared this First Report in connection with the Receiver's motion to be heard on June 27, 2025. This First Report should not be relied on for other purposes.

8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

IV. OVERVIEW OF THE DEBTORS' BUSINESS AND ASSETS

9. Trans Globe and Compass Rose operated as freight carriers whose primary assets were accounts receivable, trucks and trailers, and a property located at Dunlop Street, Fort Erie, Ontario (the "**Dunlop Property**").

10. Polestar is a real estate holding company whose primary asset is a property located at 12423 Coleraine Drive, Bolton, Ontario (the "**Coleraine Property**").

11. Trans Globe and Compass Rose operated primarily out of (i) the Coleraine Property, where the Debtors' commercial vehicle fleet of approximately 71 trucks and 34 trailers (the "**Vehicle Fleet**") was stored, and (ii) leased premises located at 41 Parr Blvd, Caledon Ontario (the "**41 Parr Office**").

12. Management of the Debtors' business consisted of the following individuals (collectively, "**Management**"):

    (a) Paul Randhawa ("**Mr. Randhawa**") was the Principal of the Debtors and managed the Debtors' day-to-day business and operations;

    (b) Daljeet Kaur Randhawa ("**Ms. Randhawa**"), Mr. Randhawa's mother, was the President, Secretary, and sole director of the Debtors and managed the Debtors' payroll and treasury matters; and

    (c) Jason F. Hunt ("**Mr. Hunt**") was the Chief Operating Officer of the Debtors and managed the Debtors' logistical and safety matters, including managing and overseeing the Vehicle Fleet.

13. Further information with respect to the Debtors' business and assets is set out in various Court materials which are available on the Case Website. The information contained in this First Report represents only a high-level summary of such details to avoid duplication.

V. THE FRAUDULENT ACTIVITY

Summary of the Fraudulent Activity

14. Following the Receivership Date, the Receiver operated the business of the Debtors (the "**Business**") for a period of time primarily through Mr. Randhawa and Mr. Hunt, while it explored potential realization strategies which included the sale of the Business as a going concern under a proposal submitted by Mr. Randhawa. As explained below, the Receiver ultimately determined that the

proposal submitted by Mr. Randhawa was not viable, and proceeded to wind down the Business and realize upon the Property.

15. Following the Receiver's determination to wind down the Business, Management, A. Randhawa (as defined herein) and Toronto Truck have committed or been involved in the following actions (collectively, the "**Fraudulent Activity**"):

    (a) Mr. Randhawa, with the assistance of Mr. Hunt, removed from the Coleraine Property 24 of the Debtors' trucks (15 of which were subsequently located and retrieved by the Receiver, one (1) of which was subsequently in an accident (described further below) and eight (8) of which continue to be unaccounted for as of the date of this First Report). The Receiver estimates the value of these 24 trucks to be at least **$**1.1 million, and the value of the nine (9) remaining trucks that were not retrieved from Toronto Truck to be at least $600,000;

    (b) Toronto Truck subsequently came into possession of 16 of the Stolen Trucks, 15 of which were subsequently retrieved by the Receiver and one (1) of which was removed and/or relocated by Toronto Truck. The Receiver estimates the value of the one (1) truck that was removed and/or relocated by Toronto Truck to be at least $105,000;

    (c) Mr. Randhawa redirected payments in respect of Trans Globe accounts receivable from the Debtors' largest customer, J.B. Hunt, to a bank account unknown to the Receiver. The Receiver estimates the value of these redirected funds to be approximately US $263,161.56;

    (d) Ms. Randhawa directed funds from a Compass Rose bank account that was not disclosed to the Receiver to Amol Randhawa ("**A. Randhawa**"), believed to be the brother of Mr. Randhawa and the son of Ms. Randhawa. The Receiver estimates the value of these funds to be approximately $106,300; and

    (d) Ms. Randhawa contacted Canada Post to have Trans Globe's mail redirected from the 41 Parr offices to her home address, which has interfered with the Receiver's ability to carry out its duties in these Receivership Proceedings.

16. The activities described above were conducted immediately following the Receiver communicating to Mr. Randhawa on February 3, 2025 that the Receiver no longer intended to pursue Mr. Randhawa's offer to acquire the Business, and that the Receiver intended to wind down the Business and realize on the Property, as described in more detail below.

Background

Initial Meetings with Management

17. Shortly following the conclusion of the January 15 Hearing, Justice Chown issued an endorsement (the "**January 15 Endorsement**") indicating that His Honour had signed the order proposed by the Applicant, which contemplated the appointment of KPMG as Receiver of the Debtors. A copy of the January 15 Endorsement is attached hereto as **Appendix "B"**.

18. Shortly following the issuance of the January 15 Endorsement, the Receiver attended the 41 Parr Office and met with Ms. Randhawa. The Receiver advised Ms. Randhawa that it wished to discuss next steps with regards to the Receivership Proceedings. Ms. Randhawa advised the Receiver that her involvement in the day-to-day business and operations of the Debtors was essentially limited to overseeing payroll and treasury matters, and that Mr. Randhawa effectively ran the Business. Ms. Randhawa advised the Receiver that Mr. Randhawa was travelling on business and would be returning to Canada the following day. The Receiver subsequently requested that Mr. Randhawa meet with the Receiver the following day.

19. The Debtors, via its counsel, Bennett Jones LLP ("**Bennett Jones**"), requested that the Receiver not immediately wind down the Business in order to avoid disruptions for its customers while the Receiver assessed whether the continued operation of the Business was viable. The Debtors further communicated to the Receiver, via Bennett Jones, that they would provide the Receiver with their full cooperation and take direction from the Receiver as the Receiver evaluated its options. To satisfy the Receiver's concerns regarding the safeguarding of the Property of the Debtors (mainly the Vehicle Fleet), the Debtors purported to provide the Receiver with access to their Samsara account (the "**Samsara Account**"). Samsara is a third-party provider of live GPS tracking information and fleet management services with respect to motor vehicles and equipment.

20. Mr. Randhawa provided the Receiver with a detailed list of the Vehicle Fleet, which indicated that the Debtors owned approximately 71 trucks and 34 trailers, and which included unit numbers, vehicle identification numbers ("**VINs**"), licence plate numbers, makes, models, and other details regarding each vehicle. The Receiver then held discussions with Mr. Hunt to understand how each vehicle was accounted for on the Samsara Account. During these discussions, the Receiver noted that some of, but not all, of the Vehicle Fleet were listed on the Samsara Account in Mr. Randhawa's name under the username paul@transglobe.net. Mr. Hunt advised the Receiver that a separate Samsara Account

in Mr. Hunt's name under the username jason@transglobe.net included the entirety of the Vehicle Fleet and provided the Receiver with the password to this account.

21. The Receiver accessed Mr. Hunt's Samsara Account and attempted to reconcile the Vehicle Fleet to the Samsara Account. The Receiver observed that there were approximately four (4) trucks from the Vehicle Fleet that were not being tracked via the Samsara Account. Mr. Hunt advised that these particular trucks were out of service and thus not being tracked. The Receiver further observed that there were approximately 12 trailers from the Vehicle Fleet that were not being tracked via the Samsara Account. Mr. Hunt advised that the Debtors did not track all of their trailers via the Samsara Account, and that he would investigate the location of these 12 trailers.

22. The Receiver also requested that the Debtors provide it with a list of all bank accounts of the Debtors. Mr. Randhawa advised the Receiver of the following bank accounts:

Trans Globe	**Compass Rose**
Bank of Montreal #XXXXX66 (CAD)	National Bank of Canada #XXXXX22 (CAD)
KeyBank #XX28 (USD)	National Bank of Canada #XXXXX63 (USD)

23. The Debtors agreed to provide the Receiver with copies of daily bank statements for each of the above bank accounts such that the Receiver could monitor the Debtors' banking activity to ensure that the Debtors were not issuing disbursements that were inappropriate in the context of the Receivership Proceedings. Further, Mr. Randhawa agreed that all of the Debtors' proposed disbursements would be reviewed and approved by the Receiver prior to being issued.

24. During the following days the Receiver, in consultation with the Applicant, determined that it would continue to operate the Business for an interim period (the "**Interim Operating Period**"), such that the Receiver could explore options with respect to maximizing realizations in the context of a going concern sale, the sale of freight contracts, or other options that may benefit from the Business being operational.

25. The Receiver received a copy of the signed Receivership Order on January 22, 2025, following which, the Receiver continued to operate the Business, with the assistance of the Debtors, on the interim basis described above, given that up to this point, the Debtors, including Mr. Randhawa, Ms. Randhawa, and Mr. Hunt, appeared to be working cooperatively with the Receiver and acting in good faith.

The LOI

26. During the following week, the Receiver continued to explore its options with respect to the sale of the Business as a going concern, and the sale of the Debtors' freight contracts. Based on the Receiver's discussions with several market participants, it became apparent that there would be little to no interest from any third party to purchase or acquire the Business, or to acquire the Debtors' freight contracts, given, among other things, the uncertainties of the economic environment and the particular nature of the Debtors' freight contracts (or in many cases, lack of formal contractual arrangements between the Debtors and their customers altogether). As such, it appeared that the only potential buyer of the Business as a going concern was Mr. Randhawa.

27. On January 31, 2025, Mr. Randhawa provided the Receiver with a letter of intent (the "**LOI**") to, among other things, acquire substantially all of the assets of Trans Globe and Compass Rose, including the Vehicle Fleet and the Debtors' accounts receivable. The LOI did not contemplate the acquisition of the Coleraine Property; rather, it was contemplated that Mr. Randhawa would lease the Coleraine Property from the Receiver until such time that the Receiver could sell the Coleraine Property, at which point Mr. Randhawa would vacate the Coleraine Property and seek an alternative location from which to operate the Business.

28. The Receiver, in consultation with the Applicant, considered the benefits and risks associated with the LOI, including among other things: (i) that the LOI was conditional on (A) Mr. Randhawa obtaining financing in order to close the proposed transaction; and (B) the Applicant agreeing to release any and all personal guarantees and indemnities given by Ms. Randhawa or any other member of the Randhawa family (which release the Applicant was not willing to provide); and (ii) the continued depreciation of the Vehicle Fleet, particularly in light of the conditionality of the LOI and the uncertainty that Mr. Randhawa would be able to close any proposed transaction in a reasonable period of time. As such, the Receiver determined that it would proceed to wind down the Business and realize upon the Property.

The Wind-Down of the Business

29. On the morning of February 3, 2025, the Receiver held a phone call with Mr. Randhawa to advise that the Receiver did not intend to move forward with the LOI, and that it would proceed to wind down the Business.

30. Mr. Randhawa expressed to the Receiver his concern that if the Business was wound up immediately, many of the Debtors' accounts receivable could be impaired. In particular, Mr. Randhawa made reference to J.B. Hunt, being the largest of the Debtors' customers. For context, based on the books and records of the Debtors, the Debtors' total accounts receivable as of February 4, 2025 was approximately $2.0 million, with the balance of the J.B. Hunt receivable being approximately US $506K.

31. Mr. Randhawa suggested that the Receiver continue to operate the Business for a period of two additional weeks, during which period the Debtors would not book any new loads but would complete all previously booked loads with the goal of minimizing any customer chargebacks, and thus maximizing recoveries of the Debtors' accounts receivable. The Receiver considered the benefits and risks of operating the Business for an additional period in this context including among other things (i) the potential erosion of cash resulting from continuing to operate the Business; and (ii) that (as per Mr. Randhawa) the majority of customer loads could be completed in approximately two days. The Receiver ultimately determined that it would continue to operate the Business for a period of approximately two additional days, for the purpose of minimizing the potential impairment of the Debtors' accounts receivable. Mr. Randhawa advised the Receiver that the majority of the previously booked customer loads could be completed in this timeframe, which would substantially reduce any negative impact on accounts receivable collection efforts of the Receiver.

32. The Receiver directed Mr. Randhawa to immediately cease booking any new deliveries with the Debtors' customers, strategically fulfill existing load commitments in the context of maximizing receivable collections for the next two days, and to ensure that the Vehicle Fleet was immediately returned to the Coleraine Property following same. The Receiver explicitly directed Mr. Randhawa to ensure that no vehicle departed the Coleraine Property following 11:59 p.m. on February 4, 2025 (the "**Wind-Down Date**"), following which, all of the Vehicle Fleet that was on the road was to complete any deliveries in progress and be returned to the Coleraine Property immediately thereafter.

33. Mr. Randhawa acknowledged and agreed to this direction and advised that substantially all of the Vehicle Fleet would be returned to the Coleraine Property within approximately seven days of the Wind-Down Date, given that a substantial portion of the Debtors' freight routes had destinations in Montreal and in certain U.S. locations. This was consistent with the Receiver's understanding of the Business, and the Receiver's observations of the Vehicle Fleet via the Samsara Account during the Interim Operating Period.

34. At the time, Mr. Randhawa was the only employee, contractor, or agent of the Debtors that the Receiver communicated with regarding its intention to wind down the Business on the Wind-Down Date.

The Wind-Down Period

35. On February 5, 2025, two representatives of the Receiver met with Mr. Randhawa at the 41 Parr Office to, among other things, retrieve certain keys from Mr. Randhawa and discuss the Vehicle Fleet. Mr. Randhawa recommended that the Receiver liaise with Mr. Hunt regarding the return of the Vehicle Fleet to the Coleraine Property, given that Mr. Hunt was the Chief Operating Officer of the Debtors whose primary role was managing and overseeing the Vehicle Fleet. Mr. Hunt was engaged by Trans Globe in a contractor capacity prior to the Receivership Date, which arrangement remained in place following the Receivership Date.

36. Over the following days, Mr. Hunt advised the Receiver that the majority of the Vehicle Fleet had been returned or was in the process of being returned to the Coleraine Property. This was consistent with the Receiver's observations via the Samsara Account.

37. On February 12, 2025 (approximately eight days following the Wind-Down Date), the Receiver provided Mr. Hunt with a list of vehicles that, as per the Samsara Account, were not yet returned to the Coleraine Property, and on February 13, 2025, the Receiver held a call with Mr. Hunt to discuss the timeline of their anticipated return. Mr. Hunt advised that he expected all trucks currently on the road to be returned to the Coleraine Property the following week, with the exception of those located at various auto repair shops. Mr. Hunt indicated that certain of these vehicles were located at various auto repair shops across the GTA and were likely inoperable, and that he would provide the Receiver with the names and contact information of same. Mr. Hunt further advised that certain of the Debtors' trailers were located in various locations in Canada and the U.S., and that he was in the process of confirming the location of these trailers and making arrangements to have them returned to the Coleraine Property. During the days following the February 13, 2025 call, the Receiver continued to follow up with Mr. Hunt, who continued to advise the Receiver that he was taking steps to facilitate the return of the various trucks and trailers to the Coleraine Property.

38. On February 18, 2025, the Receiver attended the 41 Parr Office to, among other things, meet with Mr. Hunt to obtain a further update regarding the remaining trucks and trailers that had yet to be returned to the Coleraine Property. Mr. Hunt advised that he was still in the process of compiling a list of the

names and contact information of the various auto repair shops at which certain trucks were located, and that he continued to work through locating and retrieving various trucks and trailers.

39. The Receiver and Mr. Hunt were scheduled to meet again at the 41 Parr Office and subsequently at the Coleraine Property on February 19, 2025 to, among other things, discuss the timeline of the return of the remaining trucks and trailers on the road, and the contact information of the various auto repair shops. The Receiver emailed Mr. Hunt on the morning of February 19, 2025 to confirm Mr. Hunt's availability for the meeting. Mr. Hunt did not reply to the Receiver's email, and subsequent to sending the email to Mr. Hunt, the Receiver attempted to call Mr. Hunt but the call was not answered. During the afternoon of February 19, 2025, Mr. Hunt responded to the Receiver's email explaining that there was no need for the Receiver to meet with him.

40. At this point, approximately two weeks had passed since the Receiver began liaising with Mr. Hunt regarding the return of the Vehicle Fleet to the Coleraine Property. Based on the apparent lack of progress on the part of Mr. Hunt, the Receiver had developed concerns with respect to Mr. Hunt's information and/or cooperation. As such, the Receiver proceeded to terminate Mr. Hunt's contract with the Debtors on February 20, 2025 via email.

The Stolen Trucks

The Inventory Count

41. On February 22, 2025 the Receiver attended the Coleraine Property to perform a physical inventory count of the vehicles present (the "**Inventory Count**"). Based on the Receiver's previous discussions with Mr. Hunt and the Receiver's monitoring of the Samsara Account, the Receiver had understood there to be 50 trucks present on the Coleraine Property at that time (i.e. the Samsara Account indicated that there were 50 of the Debtors' trucks present at the Coleraine Property at the time). The Receiver conducted the Inventory Count and identified only 26 of the Debtors' trucks to be physically present on the Coleraine Property (i.e. 24 trucks that were understood to be present at the Coleraine Property were unaccounted for). Further, the Receiver confirmed that approximately 22 of the Debtors' trailers were not present, which was consistent with the Receiver's understanding at the time as Mr. Hunt had advised that he was still in the process of locating and retrieving these vehicles.

42. Shortly following the Inventory Count, the Receiver attempted to log into the Samsara Account using the login information of Mr. Hunt. The Receiver was unable to log into the Samsara Account as it appeared that the password to the account had been changed. Samsara has since advised the Receiver

that according to Samsara's activity records, the password to this account was changed on February 22, 2025 (i.e. the date of the Inventory Count, and two days following Mr. Hunt's termination).

Phone Calls with Mr. Randhawa and Mr. Hunt

43. Two representatives of the Receiver held a call with Mr. Hunt on Monday February 24, 2025 to discuss the matter. A summary of the discussion follows:

    (a) the Receiver asked Mr. Hunt to explain why he had misrepresented to the Receiver the majority of the Vehicle Fleet was on the Coleraine Property. Mr. Hunt advised that he primarily worked out of the 41 Parr Office and did not attend the Coleraine Property, and that he was relying on the Samsara Account to track the location of the Vehicle Fleet, but that he had not physically verified the location of the vehicles as he relied on the Samsara Account;

    (b) the Receiver inquired with Mr. Hunt regarding the password change to the Samsara Account. Mr. Hunt advised that he did not change the password to the Samsara Account, and that he believed that other personnel of the Debtors, including Mr. Randhawa, had access to his Samsara Account login information and may have done so; and

    (c) Mr. Hunt advised the Receiver that he was unaware that the 24 missing trucks were not physically present on the Coleraine Property, and that he had no information regarding their current whereabouts.

44. Following the Receiver's discussion with Mr. Hunt, two representatives of the Receiver held a call with Mr. Randhawa (also on February 24, 2025). A summary of the discussion follows:

    (a) the Receiver advised Mr. Randhawa that there appeared to be a significant portion of the Vehicle Fleet missing from the Coleraine Property. Mr. Randhawa advised that he did not have any information regarding the whereabouts of the missing vehicles;

    (b) the Receiver asked Mr. Randhawa whether he had any knowledge regarding the change in password to Mr. Hunt's Samsara Account. Mr. Randhawa advised that he did not;

    (c) the Receiver advised Mr. Randhawa that it was still able to access the Debtors' Samsara Account via Mr. Randhawa's login credentials (which account tracked some, but not all of the Vehicle Fleet), and that the Samsara Account indicated that that three (3) of the Debtors' trucks were currently driving in and around the Montreal area, which appeared to be consistent with

deliveries that the Debtors previously fulfilled for J.B. Hunt. Mr. Randhawa advised that he had no knowledge of this and that he did not know why these vehicles would be on the road or in that location;

(d) Mr. Randhawa advised the Receiver that he was willing to assist in locating the missing vehicles and facilitating the return of same to the Coleraine Property, however he could only provide such assistance during his lunch break or during late evenings, as he was now working a new '9 to 5' job with a trucking company as a dispatcher; and

(e) Mr. Randhawa maintained that he did not know the whereabouts of the missing vehicles, but that he suspected that a substantial portion of the missing vehicles were located at various auto repair shops across the GTA.

45. Based on the Receiver's call records, the aforementioned phone call concluded at 11:22 a.m. Shortly thereafter, the Receiver noticed that the Samsara Account tracking devices for the same three (3) units discussed during the phone call between the Receiver and Mr. Randhawa had been disconnected approximately four minutes following the conclusion of the phone call. Further, the Receiver noted that the drivers of each of these vehicles were former Trans Globe drivers. A summary of the Samsara disconnection activity is as follows:

Unit #	VIN	Driver	Last Known Location	Date/Time of Disconnection
1119	3AKJHHDR6PSNH1885	Trans Globe	The Nation, Ontario	2/24/2025 11:26
1125	3AKJHHDR0PSNY9089	Trans Globe	Montreal, QC	2/24/2025 11:26
1126	3AKJHHDR1PSNH1857	Trans Globe	Ottawa, ON	2/24/2025 11:27

46. Based on the foregoing, it appears that Mr. Randhawa was in possession or control of the three (3) trucks noted in the table above (all of which belong to the Debtors), and proceeded to immediately disconnect the Samsara trackers of these three (3) trucks once he became aware that the Receiver could view their respective locations via Mr. Randhawa's Samsara Account.

47. Later that day (being February 24, 2025), the Receiver contacted the Ontario Provincial Police (the "**OPP**") and Peel Regional Police ("**Peel Regional**") to report the suspected theft of certain of the Vehicle Fleet. The Receiver has continued to provide updates to the OPP and Peel Regional as it has gathered further information regarding this matter and intends to file a copy of this First Report with the OPP and Peel Regional immediately following the service of same.

Auto Repair Shops

48. On February 25, 2025, the Receiver sent an email to Mr. Randhawa requesting that Mr. Randhawa provide contact information of the various auto repair shops that appeared on the accounts payable lists of the Debtors. The Receiver's email also asked Mr. Randhawa whether he believed certain of these parties to be in possession of the Vehicle Fleet, and whether there were any additional auto repair shops or other parties not listed on the Debtors' accounts payable lists that may be in possession of certain of the Vehicle Fleet. Mr. Randhawa replied to the Receiver's email the following day with a list of auto repair shops that the Debtors worked with and the contact information of same.

49. The Receiver has since contacted the various auto repair shops provided by Mr. Randhawa, and the additional auto repair shops included in the books and records of the Debtors, and has since accounted for approximately 37 trucks, as follows:

Auto Repair Shop	# of Trucks	Unit #s
Active Truck Center	2	1053, 1028/5005
Inline 6ix Truck Repairs	0	
Just Rite Truck Repair	1	1033
RK Truck Center	1	1087
Auto Hut Truck Center	7	1045, 1071, 1072, 1074, 1075, 1095, 1102
Toronto Truck Tire Center	16	1029, 1039, 1058, 1080, 1086, 1089, 1101, 1110, 1112, 1113, 1114, 1084, 1100, 1111, 1042, 1120
Stan Niemczyk Truck	3	1050, 1051, 1078
Road Master Truck	3	1056, 1081, 1082
National Transport	4	1103, 1119, 1125, 1126

50. These findings were generally consistent with the Receiver's prior understanding that certain of the Vehicle Fleet was located at various auto repair shops and/or lots, with the exception of the 16 trucks located at Toronto Truck's premises which, to this point, had not been mentioned during the Receiver's prior discussions with Mr. Randhawa or Mr. Hunt, nor had the Samsara Account indicated that any of the Debtors' trucks were in the possession of Toronto Truck. The Receiver makes further observations regarding Toronto Truck in a subsequent section of this First Report.

Security Logs and Samsara Records

51. Prior to the Receivership Date, the Debtors had engaged a company called Eagle Vision Security ("**Eagle Vision**"), a third-party security provider based in Mississauga, Ontario, to provide security services at the Coleraine Property including (i) maintenance of a detailed entry and exit logbook, which includes the dates and times, driver names, and unit numbers of trucks and any related equipment (i.e. trailers) of all entries to and exits from the Coleraine Property (the "**Security Logs**") and (ii) general remote supervision of the Coleraine Property using live security cameras. While Eagle Vision maintains a live camera feed of the entrance at the Coleraine Property, it does not maintain the related recorded video footage. The Receiver continued to engage Eagle Vision to provide security services to the Coleraine Property following its appointment.

52. Shortly following the Inventory Count, the Receiver obtained copies of the Security Logs from Eagle Vision. The Receiver also obtained detailed logs from Samsara (the "**Samsara Records**") which include, among other things, the last known location of the vehicles tracked by Samsara and the most recent date and time which each Samsara device was last connected.

53. The Receiver reviewed the Security Logs and the Samsara Records and found that there was notable activity at the Coleraine Property during the period between the evening of February 3, 2025 (i.e. the date that the Receiver's intention to wind down the Business was communicated to Mr. Randhawa) and the morning of February 5, 2025 (i.e. shortly following the deadline of February 4, 2025 @ 11:59 p.m., following which none of the Vehicle Fleet was to depart the Coleraine Property) (the "**Departure Period**"). A summary of the observed activity during the Departure Period, as detailed by the Security Logs and the Samsara Records, is presented below:

	Security Logs				Samsara Records		Inventory Count
Unit #	VIN	Driver	Date of Departure	Time of Departure	Date/Time of Samsara Disconnection	Last Known Samsara Location	Present on Coleraine Lot
1029	4V4NC9EH0JN886331	Unknown	2/3/2025	8:24:00 PM	Feb 3, 2025 8:11 PM	Caledon, ON, L7E 1M7	
1039	1FUJHHDR4KLKN4468	Trans Globe	2/3/2025	10:54:00 PM	Feb 3, 2025 8:20 PM	Caledon, ON, L7E 1M7	
1058	3AKJHLDR2JSJJ3906	Trans Globe	2/3/2025	8:30:00 PM	Feb 3, 2025 7:41 PM	Caledon, ON, L7E 1M7	
1080	3AKJHLDV4JSJV9959	Trans Globe	2/3/2025	7:46:00 PM	Feb 3, 2025 8:27 PM	Caledon, ON, L7E 1M7	
1085	1FUJGEDRXHLHX7703	Unknown	2/3/2025	8:38:00 PM	Mar 5, 2025 9:53 AM	Caledon, ON, L7E 1M7	Yes
1086	3AKJHLDR7JSKA2317	Mr. Hunt	2/3/2025	10:53:00 PM	Feb 3, 2025 8:30 PM	Caledon, ON, L7E 1M7	
1089	3AKJHLDR3JSKA2315	Trans Globe	2/3/2025	11:14:00 PM	Feb 3, 2025 7:47 PM	Caledon, ON, L7E 1M7	
1099	1XKYD49XXLJ956832	Trans Globe	2/3/2025	10:50:00 PM	Feb 3, 2025 8:23 PM	Caledon, ON, L7E 1M7	
1101	1XKYD49X6LJ956830	Unknown	2/3/2025	8:11:00 PM	Feb 3, 2025 8:03 PM	Caledon, ON, L7E 1M7	
1110	1FUJHHDR9KLKA2569	Unknown	2/3/2025	8:26:00 PM	Feb 3, 2025 8:01 PM	Caledon, ON, L7E 1M7	
1112	1FUJHHDR1KLKA2582	Trans Globe	2/3/2025	11:20:00 PM	Feb 4, 2025 2:31 AM	Mississauga, ON, L4W 1E9	
1113	1FUJHHDR3KLKA2583	Trans Globe	2/3/2025	3:18:00 PM	Feb 3, 2025 8:36 PM	Caledon, ON, L7E 1M7	
1114	1FUJHHDR7KLKA2599	Trans Globe	2/3/2025	8:44:00 PM	Feb 3, 2025 7:57 PM	Caledon, ON, L7E 1M7	
1120	3AKJHHDR8PSNH1886	Trans Globe	2/3/2025	9:04:00 AM	Feb 3, 2025 8:10 PM	Caledon, ON, L7E 1M7	
1122	3AKJHHDR6PSNZ0571	Trans Globe	2/3/2025	9:33:00 PM	Feb 3, 2025 9:29 PM	Caledon, ON, L7E 1M7	
1123	3AKJHHDRXPSNZ0573	Trans Globe	2/3/2025	10:52:00 PM	Feb 4, 2025 11:48 AM	Clarington, ON, L1C 3L1	
Unknown	"As Per Paul"	Unknown	2/3/2025	8:25:00 PM			Yes[(1)]
Unknown	"As Per Paul"	Unknown	2/3/2025	8:25:00 PM			
Unknown	"As Per Paul"	Unknown	2/3/2025	8:25:00 PM			
Unknown	"As Per Paul"	Unknown	2/3/2025	8:37:00 PM			
1014	1FUJGLD55GLHC1177	Unknown	2/4/2025	7:59:00 PM	Mar 6, 2025 9:58 AM	Caledon, ON, L7E 1M7	Yes
1036	4V4NC9EH8KN900509	Trans Globe	2/4/2025	1:19:00 PM	Mar 9, 2025 3:41 PM	Caledon, ON, L7E 1M7	Yes
1094	1XKYD49X8LJ966890	Unknown	2/4/2025	8:34:00 AM	Feb 19, 2025 10:36 PM	Caledon, ON, L7E 1M7	Yes
1021	4V4NC9EH9HN951154	Trans Globe	2/5/2025	5:31:00 AM	Feb 5, 2025 7:49 AM	Brampton, ON, L6Y 6B1	
1083	3AKJHLDV4JSJV9962	Trans Globe	2/5/2025	7:01:00 AM	Feb 5, 2025 7:50 AM	Vaughan, ON, L6P 3V8	
1084	1FUJHTDV7KLKA2814	Trans Globe	2/5/2025	6:42:00 AM	Feb 5, 2025 7:50 AM	Brampton, ON, L6P 3X3	
1096	1XKYD49X1LJ956833	Trans Globe	2/5/2025	6:35:00 AM	Feb 5, 2025 7:49 AM	CN Brampton	
1100	1XKYD49X8LJ956831	Trans Globe	2/5/2025	7:58:00 AM	Feb 4, 2025 3:51 AM	Caledon, ON, L7E 1M7	
1111	1FUJHHDRXKLKA2578	Trans Globe	2/5/2025	6:19:00 AM	Feb 5, 2025 5:45 AM	Brampton, ON, L6P 3V8	

[(1)] Based on the Receiver's efforts to reconcile the Vehicle Fleet, it appears that one of the four "unknown" units was present on the Coleraine Property.

54. The Receiver makes the following observations as it relates to the information in the table above:

(a) during the Departure Period, 29 trucks belonging to the Vehicle Fleet departed the Coleraine Property (the "**Departed Trucks**");

(b) on February 22, 2025 (i.e. the date of the Inventory Count), just five (5) of the Departed Trucks were physically present at the Coleraine Property (the remaining 24 trucks being the "**Stolen Trucks**");

(c) 17 of the Stolen Trucks were operated by Trans Globe drivers;

(d) one (1) of the Stolen Trucks was operated by Mr. Hunt;

(e) the Security Logs do not include the name of the operator of six (6) of the Stolen Trucks, three (3) of which include a note reading "as per Paul"; and

(f) the corresponding Samsara tracking devices of at least 21 of the Stolen Trucks were deactivated within the hours immediately prior to or immediately following their respective departure from the Coleraine Property.

55. Further, the Security Logs indicated notable activity at the Coleraine Property during the Departure Period on the part of Mr. Hunt, a summary of which is presented below:

Date	Time	In/Out	Driver	Vehicle	Unit #	Trailer #
2/3/2025	7:22 PM	In	Jason Hunt	Car		
2/3/2025	7:44 PM	Out	Jason Hunt	Car		
2/3/2025	8:12 PM	In	Jason Hunt	Car		
2/3/2025	8:25 PM	Out	Jason Hunt	Car		
2/3/2025	10:53 PM	Out	Jason Hunt	Truck	1086	JBHU308508
2/4/2025	12:50 AM	Out	Jason Hunt	Car		

56. The Receiver makes the following observations as it relates to the information in the table above:

(a) Mr. Hunt entered and exited the Coleraine Property multiple times on the evening of February 3, 2025, and exited the Coleraine Property at 12:50 a.m. on February 4, 2025, during the time when several of the Stolen Trucks departed the Coleraine Property and several of the respective Samsara tracking devices were disconnected; and

(b) Mr. Hunt was the driver of truck number 1086, which (i) was disconnected from the Samsara Account at 8:30 p.m., (ii) departed the Coleraine Property at on February 3, 2025 at 10:53 p.m., and (iii) was subsequently located by the Receiver at Toronto Truck's premises on March 12, 2025 (as described further herein).

57. In the Debtors' normal course of business, the Receiver understands that it was common for certain equipment owned the Debtors' customers to be stored on the Coleraine Property for use in the operations of the Debtors. Mr. Randhawa and Mr. Hunt had advised the Receiver that J.B. Hunt intended to retrieve certain of its equipment from the Coleraine Property following the Wind-Down Date. Mr. Hunt was to oversee and facilitate such retrieval of equipment.

58. According to the Security Logs, on Saturday February 8th, 2025, 11 pieces of equipment owned by J.B. Hunt and two (2) pieces of equipment owned by Hub Group departed from the Coleraine Property. A summary of this activity is presented below:

Date	Time	In/Out	Driver	Unit #	Trailer #	Carrier [1]
2/8/2025	6:46 AM	IN	Unknown	5002	R1912	Compass Rose
2/8/2025	8:19 AM	IN	Trans Globe	2008		Trans Globe
2/8/2025	8:57 AM	OUT	Trans Globe	2008	JBXZ150455	Trans Globe
2/8/2025	9:19 AM	IN	Trans Globe	1096		Trans Globe
2/8/2025	9:49 AM	OUT	Trans Globe	1096	HGIU635610	Trans Globe
2/8/2025	9:59 AM	IN	Trans Globe	1086		Trans Globe
2/8/2025	10:04 AM	IN	Trans Globe	1112		Trans Globe
2/8/2025	10:13 AM	IN	Trans Globe	1058		Trans Globe
2/8/2025	10:30 AM	IN	Trans Globe	1083		Trans Globe
2/8/2025	11:38 AM	OUT	Trans Globe	1058	JBHZ107894	Trans Globe
2/8/2025	11:39 AM	OUT	Trans Globe	1083	JBHZ107635	Trans Globe
2/8/2025	11:40 AM	OUT	Trans Globe	1086	JBHU235714	Trans Globe
2/8/2025	12:06 PM	IN	Trans Globe	1039		Trans Globe
2/8/2025	12:18 PM	IN	Trans Globe	1101		Trans Globe
2/8/2025	12:45 PM	OUT	Trans Globe	1039	JBHU275241	Trans Globe
2/8/2025	12:58 PM	OUT	Trans Globe	1101	JBHZ134981	Trans Globe
2/8/2025	1:10 PM	IN	Trans Globe	1083		Trans Globe
2/8/2025	1:15 PM	IN	Trans Globe	1039		Trans Globe
2/8/2025	1:17 PM	OUT	Trans Globe	1112	JBHZ168928	Trans Globe
2/8/2025	1:57 PM	IN	Trans Globe	2008		Neither
2/8/2025	2:08 PM	OUT	Trans Globe	2008		Neither
2/8/2025	2:13 PM	OUT	Trans Globe	1083		Trans Globe
2/8/2025	2:18 PM	OUT	Trans Globe	1039	HGIU514877	Trans Globe
2/8/2025	2:47 PM	IN	Trans Globe	2002		Neither
2/8/2025	3:26 PM	OUT	Trans Globe	2002	JBHZ118853	Neither
2/8/2025	4:41 PM	IN	Trans Globe	2002		Neither
2/8/2025	4:58 PM	OUT	Trans Globe	2002	JBHZ134103	Neither
2/8/2025	5:55 PM	IN	Trans Globe	2002		Neither
2/8/2025	6:16 PM	OUT	Trans Globe	2002	JBHZ152358	Neither
2/8/2025	7:19 PM	IN	Trans Globe	2002		Neither
2/8/2025	7:51 PM	OUT	Trans Globe	2002	JBHZ122369	Neither

[1] Indicates whether truck belongs to Trans Globe, Compass Rose, or neither.

59. The Receiver makes the following observations as it relates to the information in the table above:

(a) on Saturday February 8, 2025 (approximately four days following the Wind-Down Date), seven (7) trucks belonging to the Debtors entered the Coleraine Property, without trailers, and departed with equipment (i.e. trailers and chassis) owned by J.B. Hunt and Hub Group;

(b) all seven (7) of these trucks are part of the Stolen Trucks;

(c) all seven (7) of these trucks were driven by known drivers of Trans Globe;

(d) Unit 1086, which prior to February 8, 2025 was last recorded departing the Coleraine Property driven by Mr. Hunt, entered and exited the Coleraine Property; and

(e) Units 1086, 1112, 1058, 1039, and 1101 were all subsequently located by the Receiver at the Claireport Lot (i.e. Toronto Truck) on March 12, 2025 (as described further herein).

60. The above information appears to indicate that Mr. Randhawa and/or Mr. Hunt were in possession and/or control of at least several of the Stolen Trucks on or around February 8, 2025 (i.e. following the Wind-Down Date, and prior to the Receiver locating these vehicles at Toronto Truck), and used these Stolen Vehicles to retrieve equipment belonging to J.B. Hunt, who was formerly the largest customer of the Debtors.

Information Obtained from Former Trans Globe Drivers and Employees

61. As noted above, based on the Security Logs, the majority of the Stolen Trucks were operated by Trans Globe drivers during the Departure Period. Following the Receiver's review of the Security Logs, the Receiver sent emails to each of these drivers (i) advising that based on the Security Logs, they were the most recent driver to depart the Coleraine Property with a particular vehicle, (ii) advising that as of the date of the email communication, the vehicle had not been returned to the Coleraine Property, and (iii) requesting that the driver advise the Receiver if they were in possession of the vehicle, or whether they had any further information regarding the location of the vehicle, including the location at which it was last dropped off by the driver, and at whose direction.

62. The Receiver received three written responses and two phone call responses to the aforementioned email communications, which responses are summarized below:

(a) emails from three separate drivers stated the following:

(i) *"Only TGL owner knows where is truck 1XXX."*

(ii) *"After completing my work, my owner took the truck from me. I am unsure of its current location."*

(iii) *"I am already returned my truck 1XXX (24th February 2025) to leave new yard follow my dispatch and owner instructions."*

(b) the Receiver received phone calls from two Trans Globe drivers on February 25 and February 27, 2025, respectively, who advised the Receiver as follows:

(i) Caller #1:

(A) Mr. Randhawa directed the Trans Globe drivers to move approximately half of the trucks from the Coleraine Property to his 'new lot' located at 6976 Airport Road (the "**Airport Road Lot**"); and

(B) the former owner's new company is called "R Bros" and is using a logo of a cowboy with lasso; and

(ii) Caller #2:

(A) the driver drove a truck that belonged to the Debtors to the Airport Road Lot and continued to operate this truck to complete shipments under the direction of dispatch during the weeks that followed; and

(B) in the days just prior to February 27, 2025, the driver was instructed by the owners to cease using the truck belonging to the Debtors and had begun driving a new truck branded "R Bros".

63. In addition to the above, the Receiver has been provided with further information regarding this matter which is summarized below:

(a) a separate individual provided the Receiver with a piece of paper with the following written on it:

"6976 Airport Road" and *"R Bros"*

(b) a separate individual contacted the Receiver to advise the Receiver via email as follows:

"owners and related parties of the Debtors may have started a new company under the name R. Bros Linehall and are approaching former customers of the Debtors under the new company name. The debtors are telling customers that they went into receivership as part of 'succession planning'."

64. The Receiver notes that both of the drivers that responded to the Receiver via phone call, and the individual that provided the Receiver with the piece of paper described above, requested that the Receiver keep their respective names confidential in light of fears for their safety and reputation in the trucking industry. As such, the Receiver has not included in this First Report the names of the individuals that contacted the Receiver in this regard, copies of the aforementioned emails, or the unit numbers of the related trucks, all of which information and documents are available for review by the Court.

R Bros Linehaul

65. R Bros Linehaul ("**R Bros**"), with the legal name 2334306 Ontario Inc., appears to be a trucking company. Representatives of the Receiver have observed several trucks containing R Bros branding entering and exiting the Airport Road Lot hauling J.B. Hunt branded trailers.

66. Attached hereto as **Appendix "C"** is a Corporate Profile Report issued by the Ontario Ministry of Public and Business Service Delivery which discloses that:

    (a) the sole director of R Bros is Gurjeet Singh Randhawa ("**G. Randhawa**"). G. Randhawa appears to have been added as a director of R Bros on January 31, 2025; and

    (b) an individual named Daljeet Kaur is listed as a former director of R Bros. It appears that Daljeet Kaur is the same Daljeet Kaur Randhawa (i.e. Ms. Randhawa) that is involved with the Debtors.

Letter to Mr. Randhawa

67. On February 27, 2025, the Receiver, through its counsel, delivered a letter (the "**February 27 Letter**") to Mr. Randhawa advising that the Receiver had come to learn that Mr. Randhawa had personally instructed drivers to divert the Stolen Trucks to third-party locations, including possibly locations owned and/or controlled by Mr. Randhawa or parties related to Mr. Randhawa. The February 27 Letter included appendices listing all of the Debtors' trucks and trailers not in the possession of the Receiver, advised Mr. Randhawa that the OPP and Peel Regional had been notified, and directed Mr. Randhawa to deliver all missing vehicles (i.e. the Stolen Trucks and the 22 trailers that were not present on the Coleraine Property) to the Coleraine Property by no later than 5:00 p.m. on February 28, 2025, absent which the Receiver would take further action against Mr. Randhawa personally,

including contempt of court proceedings, without further notice. A copy of the February 27 Letter is attached hereto as **Appendix "D"**.

68. Mr. Randhawa replied to the February 27 Letter on March 3, 2025, via email (the "**March 3 Email**"), among other things:

    (a) denying the allegations set out in the February 27 Letter; and

    (b) alleging that he had seen certain of the missing vehicles located at two auto repair shops: Auto Hut and "Toronto Truck repair" (i.e. Toronto Truck);

    A copy of the March 3 Email is attached hereto as **Appendix "E"**.

Toronto Truck

69. Toronto Truck is a truck and trailer servicing provider located at 225 Claireport Crescent, Toronto, ON (the "**Claireport Lot**").

70. As discussed above, prior to the Inventory Count, the Receiver had understood that a number of the Debtors' trucks were located at various auto repair shops, however, Toronto Truck was not one of these auto repair shops as it had not come up in the Receiver's discussions with Mr. Randhawa or Mr. Hunt until Mr. Randhawa mentioned this entity on February 26, 2025, nor had the Samsara Account indicated that any of the Vehicle Fleet was located at the Claireport Lot.

71. The Receiver contacted Toronto Truck by phone on February 26, 2025 and was advised by a representative of Toronto Truck that it was not in possession of any of the Debtors' vehicles. Also on February 26, 2025, the Receiver physically attended the Claireport Lot and was unable to locate any of the Debtors' trucks at the Claireport Lot.

72. Following receipt of the March 3 Email, the Receiver again attended the Claireport Lot on March 12, 2025 and this time, identified 16 trucks belonging to the Debtors to be physically present at the Claireport Lot. The Receiver, with the assistance of a representative of Toronto Truck, photographed the 16 trucks, and noted their respective unit numbers and VINs. The Receiver noted that certain of the Debtors' trucks had the Debtors' logo and the unit number removed, an example of which is attached hereto as **Appendix "F"**.

73. On March 13, 2025, the Receiver delivered a letter to Toronto Truck and its counsel (the "**March 13 Letter**"), among other things, requesting that Toronto Truck explain how Toronto Truck came into possession of 16 of the Debtors' trucks.

74. On March 17, 2025, the Receiver delivered an additional letter to Toronto Truck and its counsel (the "**March 17 Letter**"), among other things, indicating the Receiver's intention to retrieve the Debtors' trucks from the Claireport Lot.

75. Also on March 17, 2025, the Receiver received a letter from counsel to Toronto Truck (the "**Response Letter**") indicating among other things that it was only in possession of 15 (not 16) of the Debtors' trucks, that it had no information about the 16th truck listed in the March 13 Letter, and that Toronto Truck required payment of $100,035.92 for storage and repair charges, which was a precondition of Toronto Truck releasing the 15 trucks to the Receiver. The Response Letter also indicated that the Debtors' trucks were repossessed by Toronto Truck pursuant to its rights under the *Repair and Storage Liens Act*, but did not provide any further details as to how Toronto Truck came into possession of these vehicles.

76. On March 18, 2025, the Receiver attended the Claireport Lot to begin coordinating the retrieval of the Debtors' trucks. The Receiver identified the previously unidentified truck (i.e. the 16th truck) as Unit 1039, however the Receiver was now unable to locate Unit 1120 (which was identified by the Receiver as present at the Claireport Lot on March 12, 2025). The Receiver inquired with Toronto Truck regarding the location of Unit 1120, to which Toronto Truck responded indicating that it had no knowledge of its whereabouts.

77. During the period between March 19, 2025 and March 21, 2025, the Receiver retrieved and relocated 15 of the Debtors' trucks from the Claireport Lot to the Coleraine Property. Included in these 15 trucks was Unit 1039, which Toronto Truck had previously indicated it did not possess or know of its location. Excluded from these 15 trucks was Unit 1120.

78. On April 9, 2025, the Receiver delivered a letter to Toronto Truck and its counsel (the "**April 9 Letter**"), among other things, requesting that (i) Toronto Truck provide the Receiver with responses to its questions from the March 13 Letter regarding details of how Toronto Truck came to possess the Debtors' trucks, and (ii) Toronto Truck return Unit 1120 to the Coleraine Property.

79. As of the date of this First Report, Toronto Truck has failed to reply to the Receiver's queries posed in the March 13 letter, has failed to reply to the April 9 letter, and has failed to return Unit 1120 to the Coleraine Property or advise the Receiver of its current whereabouts.

80. As of the date of this First Report, the Receiver has not issued any payments to Toronto Truck in respect of the alleged $100,035.92 of storage and repair charges, and Toronto Truck has not followed up with the Receiver in this regard.

81. Copies of the March 13 Letter, the March 17 Letter, the Response Letter, and the April 9 Letter are attached hereto as **Appendix "G"**, **Appendix "H"**, **Appendix "I"**, and **Appendix "J"**, respectively.

82. The Receiver notes the following as it relates to Unit 1120:

    (a) Unit 1120 was physically observed during the Receiver's attendance at the Claireport Lot on March 12, 2025 and was photographed by the Receiver, a copy of which photograph is attached hereto as **Appendix "K"**;

    (b) Toronto Truck explicitly advised the Receiver that it was in possession of Unit 1120 in the Response Letter;

    (c) Toronto Truck invoice #278390 (a copy of which is attached hereto as **Appendix "L"**) for storage fees includes references to 16 (not 15) of the Debtors' trucks, and explicitly references Unit 1120; and

    (d) invoice #278390 is dated March 14, 2025, and the storage fees referenced therein are for 20 days of storage, which would appear to cover the period of February 23, 2025 to March 14, 2025.

Receiver's Summary Observations Regarding the Stolen Trucks

83. It appears that Mr. Randhawa, with the assistance of Mr. Hunt, removed 24 of the Debtors' trucks from the Coleraine Property immediately following the Receiver communicating to Mr. Randhawa that it intended to wind down the Business, following which Mr. Hunt intentionally mislead the Receiver in order to delay the Receiver's discovery of these actions while Mr. Randhawa continued to use the Stolen Trucks to carry on business for R Bros. Further, it appears that once Mr. Randhawa was notified by the Receiver that it was aware of Mr. Randhawa's involvement in the theft of the

Stolen Trucks, Mr. Randhawa directed 16 of the Stolen Trucks to Toronto Truck. Toronto Truck then appears to have proceeded to steal Unit 1120.

The Stolen Trans Globe Funds

84. During the Interim Operating Period, the Receiver was monitoring the bank accounts of the Debtors and observed that J.B. Hunt was remitting payments to the Trans Globe USD bank account held with KeyBank on a regular basis, however following February 5, 2025 (i.e. immediately following the Wind-Down Date), no further payments from J.B. Hunt were paid to the KeyBank account.

85. Approximately one week following the Wind-Down Date, the Receiver inquired with Mr. Randhawa as to whether he had any information regarding the status of the J.B. Hunt account, and in particular, why J.B. Hunt had appeared to suddenly stop issuing payments to the Receiver. Mr. Randhawa indicated to the Receiver that J.B. Hunt had likely applied chargebacks for missed deliveries, effectively offsetting the Debtors' outstanding receivables entirely.

86. The Receiver subsequently contacted J.B. Hunt to discuss the status and payment of outstanding Trans Globe invoices. A representative of J.B. Hunt advised the Receiver that the outstanding balance owing on the Trans Globe account was approximately US $900 and that several significant payments were recently issued by J.B. Hunt on the account of Trans Globe. At the time, the Receiver had understood the J.B. Hunt receivable balance to be approximately CAD $400,000 based on the books and records of the Debtors.

87. J.B. Hunt advised the Receiver that a "carrier payment information form" (the "**Carrier Payment Form**") had been recently submitted to J.B. Hunt in respect of the Trans Globe account, a copy of which is attached hereto as **Appendix "M"**. Certain information regarding the Carrier Payment Form is summarized as follows:

    (a) the Carrier Payment Form directs J.B. Hunt to issue payments on the account of Trans Globe to a bank account owned by Trans Globe Warehousing And Cold Storage LLC ("**Trans Globe Warehousing**"), held with Bank of America;

    (b) the Carrier Payment Form is dated February 3, 2025 (i.e. the same date that the Receiver advised Mr. Randhawa of its intention to wind down the Business); and

    (c) the contact name on the Carrier Payment Form is Paul Randhawa.

88. Attached hereto as **Appendix "N"** is a Corporate Profile Report issued by the Ontario Ministry of Public and Business Service Delivery which discloses that:

    (a) Trans Globe Warehousing is currently inactive, and was dissolved on September 25, 2020;

    (b) the principal address of the company is 707 Lake Ave. Wimauma, Florida (USA); and

    (c) the authorized person(s) of Trans Globe Warehousing include Daljeet K. Randhawa (i.e. Ms. Randhawa) and Gurjeet S. Randhawa (i.e. G. Randhawa, who is the sole director of R Bros).

89. J.B. Hunt has since provided the Receiver with an account statement for the Trans Globe account, which indicates that approximately US $337,774.56 of payments were issued by J.B. Hunt in respect of Trans Globe receivables during the period February 3, 2025 to February 19, 2025. The Receiver has accounted for US $74,613.00 of these payments, which J.B. Hunt paid to the KeyBank Account. The Receiver is unable to account for the remaining US $263,161.56 (the "**Stolen Trans Globe Funds**") of payments issued by J.B. Hunt. These funds appear to have been paid to a Bank of America account held by Trans Globe Warehousing.

Receiver's Summary Observations Regarding the Stolen Trans Globe Funds

90. Mr. Randhawa submitted the Carrier Payment Form to J.B. Hunt on February 3, 2025 (i.e. the same day that the Receiver communicated to Mr. Randhawa that it would not be pursuing the LOI, and that it intended to wind down the business of the Debtors) directing that all payments issued by J.B. Hunt in respect of the receivables of Trans Globe be paid to Trans Globe Warehousing (a company the Receiver had no knowledge of), to a bank account held by that entity with Bank of America (an account that the Receiver had no knowledge of). The Receiver estimates such payments to be approximately US $263,161.56.

The Stolen Compass Rose Funds

91. On or about March 20, 2025, the Receiver received, by mail, a bank statement for a bank account in the name of Compass Rose held with National Bank of Canada ("**NBC**") for the month ended February 2025. The Debtors had not disclosed the existence of this bank account (the "**Undisclosed Bank Account**") to the Receiver. Following receipt of the February 2025 bank statement, the Receiver contacted NBC to obtain copies of all bank statements for the Undisclosed Bank Account for the period following the Receivership Date, copies of which are collectively attached hereto as **Appendix**

"O". The transaction activity of the Undisclosed Bank account during the period following the Receivership Date to the date of this First Report is summarized below:

Date	Description	Debits	Credits
1/22/2025	UP Railroad Company Vendor Pay	-	8,801.91
1/24/2025	UP Railroad Company Vendor Pay	-	15,733.94
1/28/2025	UP Railroad Company Vendor Pay	-	14,078.37
1/28/2025	Outgoing Wire Amol Randhawa	38,600.00	-
1/31/2025	UP Railroad Company Vendor Pay	-	15,615.91
1/31/2025	Outgoing Wire Amol Randhawa	15,700.00	-
2/5/2025	UP Railroad Company Vendor Pay	-	21,546.35
2/5/2025	Outgoing Wire Amol Randhawa	21,400.00	-
2/11/2025	UP Railroad Company Vendor Pay	-	23,055.03
2/11/2025	Outgoing Wire Amol Randhawa	23,100.00	-
2/20/2025	UP Railroad Company Vendor Pay	-	7,533.54
2/20/2025	Outgoing Wire Amol Randhawa	7,500.00	-
Total		**106,300.00**	**106,365.05**

92. The Receiver makes the following observations as it relates to the information in the table above:

(a) UP Railroad Company issued various payments to the Undisclosed Bank Account during the period following the Receivership Date and up to the date of this First Report, totalling $106,365.05;

(b) Loup Logistics Company ("**Loup**") is a wholly owned subsidiary of UP Railroad Company, and is one of the largest customers of Compass Rose which, based on the books and records of the Debtors, had an outstanding accounts receivable balance of approximately US $85,025.16 (or approximately CAD $121,000 equivalent) as of February 14, 2025;

(c) Loup has advised the Receiver that it has always issued its payments to Compass Rose to the Undisclosed Bank Account; and

(d) in each instance that a payment was made to the Undisclosed Bank Account, an outgoing wire transfer of approximately the same amount was issued to A. Randhawa on or very soon after the same day, with such outgoing wire transfers totalling $106,300.00 (the "**Stolen Compass Rose Funds**").

93. NBC has advised the Receiver that Ms. Randhawa was a signing authority on the Undisclosed Bank Account prior to March 20, 2025, when the Receiver contacted NBC to remove such authority after it became aware of the existence of the Undisclosed Bank Account.

Receiver's Summary Observations Regarding the Stolen Compass Rose Funds

94. It appears that the Debtors intentionally withheld information from the Receiver regarding the existence of the Undisclosed Bank Account in order to allow Ms. Randhawa to divert approximately $106,300.00 of funds belonging to Compass Rose to her son, A. Randhawa.

The 41 Parr Mail Redirect

95. The Receiver continued to occupy the 41 Parr Office for a period of time following the Receivership Date. Upon vacating the 41 Parr Office, the Receiver attended Canada Post to redirect all mail of the Debtors from the 41 Parr Office to the Receiver's offices. Canada Post advised the Receiver that Ms. Randhawa had contacted Canada Post on approximately February 7, 2025 (i.e. approximately three days following the Wind-Down Date) to redirect the mail of Trans Globe to a different address.

96. The Debtors' mail typically includes cheques from the Debtors' customers for payment of accounts receivable, bank statements, and various other documents and correspondence.

97. Ms. Randhawa's redirection of the Trans Globe mail has delayed and/or prevented the Receiver from receiving certain of Trans Globe's mail which has interfered with the Receiver's ability to carry out its duties under the Receivership Order.

The March 28 Letter

98. The Receiver delivered a letter to Mr. Randhawa, Ms. Randhawa, Mr. Hunt, G. Randhawa, and A. Randhawa (collectively, the "**Suspects**") dated March 28, 2025 (the "**March 28 Letter**"), among other things:

    (a) summarizing evidence of Mr. Randhawa's and Mr. Hunt's involvement regarding the Stolen Trucks, and requesting that (i) the nine (9) Stolen Trucks and the 22 of the Debtors' trailers that had yet to be located and/or retrieved by the Receiver (the "**Missing Trailers**") be returned to the Coleraine Property, or (ii) any information regarding the location of the nine (9) Stolen Trucks yet to be located/retrieved and/or the Missing Trailers be provided to the Receiver;

(b) summarizing evidence of Mr. Randhawa's involvement regarding the Stolen Trans Globe Funds, and requesting that all funds paid by J.B. Hunt to Trans Globe Warehousing on the account of Trans Globe be immediately paid to the Receiver;

(c) summarizing evidence of Ms. Randhawa's and A. Randhawa's involvement regarding the Stolen Compass Rose Funds, and requesting that all funds transferred to A. Randhawa from the Undisclosed Bank Account following the Receivership Date be immediately paid to the Receiver;

(d) summarizing evidence of Ms. Randhawa's involvement in the unauthorized redirection of mail belonging to Trans Globe; and

(e) advising the Suspects that the conduct described therein is a breach of the Receivership Order.

99. As of the date of this First Report, none of the Suspects have replied to the March 28 Letter. A copy of the March 28 Letter is attached hereto as **Appendix "P"**.

100. Following the delivery of the March 28 Letter, the Receiver was made aware that one (1) of the nine (9) Stolen Trucks that had yet to be located and/or retrieved by the Receiver (Unit 1123) was in an accident in Quinte West, Ontario on February 25, 2025. The Receiver understands that the lessor of Unit 1123 has since taken possession of the vehicle. The unit numbers of the remaining eight (8) Stolen Trucks that continue to be unaccounted for as of the date of this First Report are listed below (collectively, the "**Missing Trucks**").

Unit #	VIN
1099	1XKYD49XXLJ956832
1122	3AKJHHDR6PSNZ0571
1021	4V4NC9EH9HN951154
1083	3AKJHLDV4JSJV9962
1096	1XKYD49X1LJ956833
1065	3AKJHLDR4JSKA2310
1121	3AKJHHDR4PSNZ0570
1120	3AKJHHDR8PSNH1886

101. As of the date of this First Report, the Receiver has no knowledge of the whereabouts of the Missing Trucks.

Requested Relief

Stolen Property

102. Based on the foregoing, the Receiver respectfully requests that this Honourable Court issue orders:

(a) requiring Mr. Randhawa and Mr. Hunt to return the Missing Trucks to the Coleraine Property;

(b) requiring Mr. Randhawa to repay the Stolen Trans Globe Funds to the Receiver;

(c) requiring A. Randhawa and Ms. Randhawa to return the Stolen Compass Rose Funds to the Receiver; and

(d) requiring Toronto Truck to immediately return Unit 1120 to the Receiver, or to issue payment to the Receiver for the value thereof.

Investigative Powers

103. Given the conduct of the Suspects and Toronto Truck, the Receiver has material concerns with respect to the dissipation of the Property. As detailed herein, the Receiver's efforts to realize upon the Property has been actively, directly and severely hampered by the actions of the Suspects and Toronto Truck, including coordinated efforts to steal and/or misappropriate the Debtors' vehicles, accounts receivable, and cash. The Suspects and Toronto Truck have failed to respond to the Receiver's requests for information as required under the Receivership Order.

104. In order to address these issues, the Receiver is seeking an order from the Court providing the Receiver with investigative powers available to a trustee in bankruptcy under the BIA (the "**Investigative Powers**"). The purpose of the Investigatory Powers is to, among other things, allow the Receiver to examine the Suspects, Toronto Truck, and any other individuals that may be appropriate to examine in the circumstances, under oath.

105. The Receiver notes that paragraph 3(o) of the Receivership Order empowers and authorizes the Receiver to make an assignment into bankruptcy on behalf of any of the Debtors. The Receiver is seeking the aforementioned relief to avoid the costs and administrative requirements of bankruptcy proceedings which would otherwise, at this time, be for the sole purpose of providing the Receiver with the Investigative Powers.

106. Accordingly, the Receiver respectfully requests that this Honourable Court issue an order providing the Receiver with the Investigative Powers, as described above.

VI. VEHICLE FLEET SALE PROCESS

Request for Proposal

107. On January 23, 2025, the Receiver distributed a request for proposal (the "**Auctioneer RFP**") to 11 auctioneers (the "**Solicited Auctioneers**") requesting that they submit to the Receiver a proposal to market and sell the Vehicle Fleet (the "**Auctioneer Solicitation Process**"). The Solicited Auctioneers were comprised of auctioneers which, in the Receiver's view, were likely to have sufficient market knowledge and expertise in the asset class to appropriately market and sell the Vehicle Fleet.

108. The Auctioneer RFP specifically requested that the Solicited Auctioneers include in their respective proposals, among other things, the following information:

(a) estimated value of the Vehicle Fleet, by individual vehicle, where feasible;

(b) proposed marketing strategy with respect to the Vehicle Fleet;

(c) proposed fee structure, including commissions, net minimum guarantees, and buyer's premiums;

(d) requirements relating to the use of the Debtors' premises (if any); and

(e) proposed sales team and relevant experience.

109. The Receiver directed the Solicited Auctioneers to deliver all proposals to the Receiver by no later than January 31, 2025 (the "**Auctioneer Proposal Submission Deadline**"). The Receiver received proposals from five (5) of the Solicited Auctioneers in advance of the Proposal Submission Deadline (the "**Auctioneer Proposals**"). Following a thorough review of the Auctioneer Proposals, the Receiver shortlisted three (3) of the Solicited Auctioneers (the "**Shortlisted Auctioneers**") and continued discussions with these parties.

110. Following the Auctioneer Proposal Submission Deadline, the Receiver retrieved a number of vehicles from various auto repair shops and other locations and returned them to the Coleraine Property. The Receiver also released certain of the Vehicle Fleet that were leased by the Debtors to their respective owners/lessors. The Receiver liaised with the Shortlisted Auctioneers to revise the list of vehicles that were to be included in any auction such that the Shortlisted Auctioneers could update their Auctioneer Proposals accordingly.

Auctioneer Selection

111. Following extensive discussions with the Shortlisted Auctioneers, and in consultation with the Applicant, the Receiver selected McDougall Auctioneers Ltd. as the successful auctioneer (the "**Auctioneer**").

112. The Auctioneer was selected for the following reasons (among others):

    (a) the Auctioneer's Auctioneer Proposal:

        (i) had the highest net minimum guarantee of all Auctioneer Proposals received;

        (ii) contemplated the Receiver sharing in any sale proceeds in excess of the net minimum guarantee; and

        (iii) proposed an "as is, where is" transaction structure, with any minor refurbishment costs being at the expense of the Auctioneer;

    (b) the Auctioneer is a well-known provider of auctioneer services for trucks and trailers; and

    (c) the Applicant was supportive of the Auctioneer being selected.

Auction Services Agreement

113. The Receiver has entered into an auction services agreement with the Auctioneer dated May 16, 2025 (the "**Auction Agreement**"). The Auction Agreement sets out the terms of the Auction, including which of the Vehicle Fleet will be included in the Auction (the "**Auction Vehicles**"), whereby each Purchaser will acquire its Purchased Asset(s) from the Receiver, a copy of which, redacted for certain commercially sensitive terms, is attached hereto as **Appendix "Q"**. A copy of the unredacted Auction Agreement will be filed with the Court as **Confidential Appendix "A"**.

114. The key terms of the Auction Agreement are summarized as follows (all capitalized terms in this paragraph not defined herein have the meaning defined in the Auction Agreement):

    (a) Auction: the Auction shall be conducted by the Auctioneer by way of an online timed auction, which consists of 53 trucks and trailers as noted in Schedule "A" of the Auction Agreement, subject to the Receiver's right to amend Schedule "A".

(b) Initial Assets: collectively, all of the Debtors' right, title and interest, if any, including any keys and title documents, if available, in and to the assets described in Schedule "A".

(c) Receiver's Additional Assets: means, collectively, any assets added to the Auction by the Receiver (i.e. not included in the Initial Assets).

(d) Auction Date: July 10, 2025, or such other date as the Receiver and the Auctioneer, each acting reasonably, may agree in writing.

(e) Auction Period: the period commencing on the date the Auctioneer receives unrestricted access (including keys) to the Premises and continuing until the Auctioneer Outside Date.

(f) Auctioneer Outside Date: sixty (60) days from the commencement of the Auction Period.

(g) Guaranteed Proceeds: redacted given commercial sensitivity.

(h) Deposit: ten (10%) of the Guaranteed Amount.

(i) First Threshold: redacted given commercial sensitivity.

(j) Proceeds in excess of First Threshold: if the Initial Asset Proceeds exceed the Guaranteed Amount, the excess proceeds shall be allocated as follows: (i) any excess, calculated as the First Threshold less the Guaranteed Amount, shall be completely retained by the Auctioneer; and (ii) the Secondary Proceeds shall be paid ninety-eight (98%) percent to the Receiver and two (2%) percent to the Auctioneer.

(k) Insurance: the Receiver will be responsible for maintaining customary insurance with respect to the Auction Vehicles, and the Auctioneer will be responsible for arranging third-party liability insurance with respect to the Auctioneer's access to and use of the Premises during the Auction Period and after the Auctioneer Outside Date and shall be responsible for the costs of such insurance.

(l) Taxes: the Auctioneer shall be solely responsible for collecting any applicable federal and provincial taxes eligible in connection with the sale of any and all Auction Assets and shall remit all Taxes to the proper governmental authorities when due.

(m) Receiver's and Auctioneer's Representations and Warranties: the representations and warranties contained in the Auctioneer Agreement are standard for this type of agreement.

(n) Approval Order: the obligations of the Receiver and the Auctioneer are subject to the condition that on or before the Auction Date, an order in form and substance acceptable to the Receiver and the Auctioneer, each acting reasonably, shall have been made by the Court authorizing the Receiver to: (i) retain the Auctioneer on the terms of the Auction Agreement; (ii) enter into and consummate the transactions set forth therein; and (c) transfer title to the Assets to any purchasers, including the Auctioneer, free and clear of liens, claims and encumbrances.

Requested Relief

Auction Agreement and Auction

115. The Receiver respectfully requests that this Honourable Court issue an order approving the Auction Agreement and authorizing the Auctioneer to conduct the Auction as contemplated therein, and issue an order providing for the vesting of title as described above, for the following reasons:

(a) prior to entering into the Auction Agreement, the Receiver:

(i) conducted the Auctioneer Solicitation Process (as detailed previously herein); and

(ii) consulted with the Applicant, who is the primary economic stakeholder with respect to the Auction, and who is supportive of the Auctioneer and the Auction Agreement;

(b) the Auction will involve a broad canvassing of the market to ensure that the Auction Vehicles are appropriately advertised to maximize the number of bidders and bids on same;

(c) the Auction Agreement contemplates a net minimum guarantee structure which: (i) provides the Applicant with some certainty regarding the minimum net proceeds resulting from the Auction: and (ii) provides for the Receiver to share in any sale proceeds in excess of the net minimum guarantee, while incentivising the Auctioneer to maximize sale proceeds from the Auction Vehicles;

(d) the Auction Agreement contemplates an auction date of July 10, 2025, limiting the continuing depreciation of the Auction Vehicles;

(e) the Auction contemplates the sale of the Auction Vehicles on an “as is, where is” basis;

(f) the Auction Agreement contemplates the vesting all of the Debtors' and the Receiver's right, title and interest in and to the Purchased Assets in each Purchaser, free and clear of all encumbrances, with any such encumbrances attaching to the net proceeds of sale in the same order and priority as they existed in the Purchased Assets, which is necessary to provide each Purchaser with certainty of ownership;

(g) the Auction Agreement allows the Receiver to add additional vehicles to the Auction Assets in the event that the Receiver retrieves any of the Missing Trucks or the Missing Trailers prior to the Auction Date; and

(h) the Auction Agreement provides the Receiver with oversight and control of the Auction by way of consultation rights.

Sealing of Confidential Appendix "A"

116. Confidential Appendix "A" is a redacted copy of the Auction Agreement. The only information contained in Confidential Appendix A that has been redacted from Appendix "Q" (being the unredacted copy of the Auction Agreement) is the Guaranteed Amount and the First Threshold (each as defined in the Auction Agreement).

117. The Receiver is of the view that the disclosure of the information contained Confidential Appendix "A" at this time would pose a material risk to the objective of maximizing recoveries in these Receivership Proceedings, including because, in the event that the Auction is not completed as contemplated, the Auction Vehicles could be subject to further marketing and in such case, the Receiver's ability to obtain the highest and best value for the Auction Vehicles would be materially compromised should the information contained in Confidential Appendix "A" be publicly available.

VII. REAL PROPERTY SALE PROCESS

Request for Proposal

118. On January 23, 2025, the Receiver distributed a request for proposal (the "**Broker RFP**") to eight (8) commercial real estate brokers (the "**Solicited Brokers**"), requesting that they submit to the Receiver a proposal to market and sell the Coleraine Property and/or the Dunlop Property (the "**Broker Solicitation Process**"). The Solicited Brokers were comprised of commercial real estate brokers which, in the Receiver's view, were likely to have sufficient market knowledge and expertise in the asset class to appropriately market and sell the Coleraine Property and/or the Dunlop Property.

119. The Broker RFP specifically requested that the Solicited Brokers include in their respective proposals, among other things, the following information:

    (a) estimated sale price, including general market commentary and recent sales of comparable properties;

    (b) proposed marketing strategy, including views on pricing, listing on a priced vs unpriced basis, and the use of bid deadlines (if any);

    (c) profile of potential purchasers, and expected time period to obtain offers and to close a transaction;

    (d) detailed fee structure, including proposed commissions; and

    (e) proposed sales team, and their relevant credentials and experience.

120. The Receiver directed the Solicited Brokers to deliver all proposals to the Receiver by no later than January 31, 2025 (the "**Broker Proposal Submission Deadline**"). The Receiver received proposals from six (6) of the Solicited Brokers in advance of the Broker Proposal Submission Deadline (the "**Broker Proposals**"). Following a thorough review of the Broker Proposals, the Receiver shortlisted two (2) of the Solicited Brokers (the "**Shortlisted Brokers**") and continued discussions with these parties.

Broker Selection

121. Following extensive discussions with the Shortlisted Brokers, and in consultation with the Applicant, the Receiver selected Avison Young Commercial Real Estate Services, LP (the "**Coleraine Broker**") and CBRE Limited (the "**Dunlop Broker**", together with the Coleraine Broker, the "**Brokers**", and each, a "**Broker**") to assist the Receiver in the marketing and sale of the Coleraine Property and the Dunlop Property, respectively.

122. The Brokers were selected for the following reasons (among others):

    (a) each of the Brokers are well-known commercial real estate brokers and put forward sales representatives with relevant experience and credentials;

    (b) each of the Brokers presented detailed marketing and pricing strategies that the Receiver believed to be appropriate in the respective circumstances;

(c) each of the Brokers Proposals included competitive seller commissions, and included cooperating broker commissions such that buyers' agents would be incentivised to show the respective properties to their represented buyers;

(d) the Coleraine Broker demonstrated its expertise in the industrial real estate market in the GTA-West area (i.e. the location of the Coleraine Property);

(e) the Dunlop Broker demonstrated a strong local presence in and knowledge of the Fort Erie area (i.e. the location of the Dunlop Property); and

(f) the Applicant was supportive of each of the Brokers being selected.

The Broker Listing Agreements

123. The Receiver has engaged the Coleraine Broker and the Dunlop Broker pursuant to broker listing agreements (the "**Coleraine Broker Listing Agreement**" and the "**Dunlop Broker Listing Agreement**", respectively, and together, the "**Broker Listing Agreements**"), copies of which are attached hereto as **Appendix "R"** and **Appendix "S"**, respectively.

124. The key terms of the Broker Listing Agreements are substantially the same (unless otherwise noted) and are summarized as follows (all capitalized terms in this paragraph not defined herein have the meaning defined in the respective Broker Listing Agreements):

(a) Marketing and Sale of the Property: the Broker will facilitate an open and fair market process for the sale of the Property, prepare and distribute marketing materials to potential buyers, provide recommendations to the Receiver on appropriate strategy, and assist the receiver in negotiations for the price of the Property;

(b) "As Is, Where Is": the Property will be offered for sale on an "as is, where is" basis and the Broker shall make no representations or warranties regarding the condition of the Property;

(c) Court Approval: any form of agreement of purchase and sale will be conditional on the transaction contemplated therein being approved by the Court, and title to the Property will be conveyed by way of a Court order vesting title to the Coleraine Property in the buyer;

(d) Seller Commission: the Broker will be compensated in the form of a commission based on the gross sale price of the Property, which commission is inclusive of all costs, fees and expenses associated with the Broker marketing the Property;

(e) Buyer Commission: a third-party real estate brokerage, or a representative of the Broker that is not named in the Broker Listing Agreement, may be permitted to cooperate in the sale of the Property, and such cooperating brokerage or broker would be entitled to a commission, in order to encourage participation by the broker community;

(f) Listing Term: each Broker has the exclusive right to list their Property for sale for a period ending on September 19, 2025 in the case of the Coleraine Broker Listing Agreement and November 30, 2025 and in the case of the Dunlop Broker Listing Agreement; and

(g) Holdover Period: the Broker Listing Agreements include provisions for holdover periods of 90 days and 180 days following the conclusion of the respective Listing Terms, in the case of the Coleraine Broker Listing Agreement and the Dunlop Broker Listing Agreement, respectively, whereby the Broker is entitled to receive the Commission in the event that an agreement to purchase the Property is accepted by a buyer prior to the expiration of the Holdover Period.

Requested Relief

Broker Listing Agreements

125. The Receiver respectfully requests that this Honourable Court issue an order approving the Broker Listing Agreements for the following reasons:

(a) prior to entering into the Broker Listing Agreements, the Receiver:

(i) conducted the Broker Solicitation Process (as detailed previously herein); and

(ii) consulted with the Applicant, who is the primary economic stakeholder with respect to the Coleraine Property and the Dunlop Property, and who is supportive of the selection of each of the Brokers and the respective Broker Listing Agreements;

(b) the Commissions are within market range and properly incentivize both the Brokers to achieve the best outcome and any cooperating broker to participate;

(c) the Broker Listing Agreements contemplate the sale of the Coleraine Property and the Dunlop Property on an “as is, where is” basis;

(d) the Listing Terms and Holdover Periods of the Broker Listing Agreements are within market range; and

(e) the Broker Listing Agreements provide the Receiver with oversight and control of the sale of the Coleraine Property and the Dunlop Property by providing the Receiver with consultation rights in various matters such as pricing, marketing, and negotiations, and further, do not allow the Brokers to sign any agreements on behalf of the Receiver.

VIII. ACTIVITIES OF THE RECEIVER

126. The activities of the Receiver from the Receivership Date to the date of this First Report are summarized as follows:

Interim Operating Period

(a) with the assistance of Management, operating the Business during the Interim Operating Period and implementing controls regarding certain of the Property;

(b) soliciting interest with respect to the sale of the Business as a going concern and the sale of the Debtors' freight contracts, evaluating the LOI, and liaising with the Applicant in respect of same;

(c) collecting receipts from the Debtors' customers and issuing disbursements to the Debtors' suppliers for costs incurred during the Interim Operating Period;

Cash

(d) notifying Bank of Montreal, Key Bank, and NBC of these Receivership Proceedings, freezing the Debtors' bank accounts and allowing the accounts to remain open for deposit only, and changing the signing authorities on the Debtors' bank accounts to representatives of the Receiver;

(e) opening estate bank accounts in the Receiver's name (the "**Receiver's Bank Accounts**") and sweeping excess cash from the Debtors' bank accounts to the Receiver's Bank Accounts from time to time;

Accounts Receivable

(f) liaising with the Debtors' customers in respect of collecting outstanding accounts receivable balances, including providing notice to the customers of these Receivership Proceedings, reconciling statements of account, providing invoices and other supporting documentation to the customers for the outstanding accounts receivable balances, issuing demand letters, negotiating payment terms, and depositing cheques received from the customers into the Receiver's Bank Accounts;

Vehicle Fleet

(g) obtaining and reviewing detailed listings of the Vehicle Fleet and performing the Inventory Count;

(h) engaging Eagle Vision to provide security services at the Coleraine Property, where the majority of the Vehicle Fleet was located;

(i) through the Receiver's Counsel, performing searches on the Vehicle Fleet under the *Personal Property Security Act* and *Repair and Storage Liens Act*;

(j) reviewing claims from owners, lessors, lienholders and other parties in respect of the Vehicle Fleet, and in certain circumstances, entering into settlement agreements regarding such claims;

(k) liaising with lessors, lienholders, automotive repair shops, bailiffs, towing companies, drivers, and other various parties in respect of retrieving and securing the Vehicle Fleet;

(l) coordinating the release of certain of the Vehicle Fleet to various owners and/or lessors, allocating certain costs of these Receivership Proceedings that are attributable to certain of the Vehicle Fleet to their respective owners and/or lessors, and collecting payments in respect of same;

(m) identifying and contacting owners of certain equipment located on the Coleraine Property not belonging to the Debtors and coordinating the retrieval of same;

(n) preparing the Auctioneer RFP, soliciting the Auctioneer Proposals, interviewing and negotiating with the Solicited Auctioneers, and engaging the Auctioneer through the Auction Services Agreement to assist the Receiver with the marketing and sale of the Auction Vehicles, as detailed above;

(o) consulting with the Applicant in respect of the Receiver's evaluation of the Auctioneers, the Auctioneer Proposals, and the selection of the Auctioneer;

(p) communicating with other potential purchasers of the Auction Vehicles;

Real Property

(q) preparing the Broker RFP, soliciting the Broker Proposals, interviewing, negotiating with and engaging the Brokers to assist the Receiver with the marketing and sale of the Coleraine Property and the Dunlop Property, respectively, as detailed above;

(r) consulting with the Applicant in respect of the Receiver's evaluation of the Brokers, the Broker Proposals, and the selection of the Brokers;

(s) procuring an Environmental Assessment Report in respect of the Coleraine Property;

(t) liaising with the Brokers with respect to ongoing marketing efforts and buyer inquiries regarding the Coleraine Property and the Dunlop Property;

(u) negotiating and entering into an agreement of purchase and sale in respect of the Coleraine Property, which as of the date of this First Report, is subject to certain purchaser conditions and Court approval, and which, should the purchaser conditions therein ultimately be waived, will be presented to this Court for approval at a later date;

Books and Records

(v) taking possession of and securing the Debtors' books and records, and liaising with the Debtors' bookkeeper to update and maintain the Debtors' books and records as necessary;

Employee Matters

(w) meeting with the former employees and contractors of the Debtors (the "**Employees**"), terminating certain Employees, and retaining certain Employees on consultancy agreements to assist the Receiver in carrying out its mandate in these Receivership Proceedings;

(x) processing payroll for wages earned during the Interim Operating Period;

(y) preparing and issuing Records of Employment and T4s to the Employees;

(z) liaising with Service Canada in respect of the Wage Earner Protection Program and potential claims of the Employees;

Fraudulent Activity

(aa) conducting various investigatory and other activities in connection with the Fraudulent Activity, as detailed above;

(bb) liaising with the OPP and Peel Regional in respect of the Fraudulent Activity;

Insurance

(cc) liaising with the Debtors' insurance provider, and with a private investigator engaged by the Debtors' insurance provider, regarding an insurance claim in respect of the Missing Trucks and the Missing Trailers;

Other Matters

(dd) establishing and maintaining the Case Website;

(ee) mailing, on January 24, 2025, the Notice and Statement of the Receiver to the creditors of the Debtors, pursuant to subsections 245(1) and 246(1) of the BIA, and filing the Notice and Statement of the Receiver with the Office of the Superintendent of Bankruptcy;

(ff) borrowing $500,000 from the Applicant under a Receiver's Certificate, pursuant to the Receivership Order, to fund the costs of these Receivership Proceedings;

(gg) liaising with Canada Revenue Agency ("**CRA**") to open new Harmonized Sales Tax ("**HST**") accounts in the name of the Receiver, and in respect of HST examinations for Trans Globe and Compass Rose;

(hh) filing HST returns with CRA and claiming refunds in respect of Input Tax Credits;

(ii) vacating the 41 Parr Office following the Interim Operating Period and liaising with the landlord of the 41 Parr Office as necessary;

(jj) engaging Chaitons LLP as its legal counsel (the "**Receiver's Counsel**") in these Receivership Proceedings, including reviewing and assessing certain litigation commenced by the Debtors prior to the Receivership Date;

(kk) liaising with the Receiver's Counsel in respect of various aspects of these Receivership Proceedings;

(ll) liaising with the Applicant in respect of various aspects of these Receivership Proceedings; and

(mm) preparing this First Report and reviewing related motion materials.

Requested Relief

127. Following the Receivership Date, the Receiver has acted diligently and in accordance with its mandate to preserve and realize on the Property for the benefit of stakeholders. The Receiver's activities have been conducted in good faith and in a manner consistent with the principles of fairness and maximizing value. The Receiver's activities were conducted in consultation with key stakeholders, including the Applicant, where appropriate.

128. The Receiver submits that the steps taken in these Receivership Proceedings as described in this First Report were necessary, reasonable, and in the best interests of creditors and other stakeholders, and accordingly, the Receiver respectfully requests that this Honourable Court approve this First Report and the Receiver's activities as described herein.

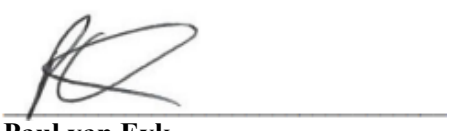
IX. RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

129. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief requested in paragraph 4 above.

All of which is respectfully submitted this 27th day of May, 2025.

KPMG Inc., in its capacity as Receiver of
Trans Globe Logistics Inc.,
Compass Rose International Transportation Inc., and
Polestar Holdings Ltd.
And not in its personal or corporate capacity

Per:



Paul van Eyk
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President

George Bourikas
CPA, CA, CIRP, LIT
Vice President

APPENDIX “A”

Court File No.: CV-24-00003312-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	WEDNESDAY, THE 15TH
	)	
MR. JUSTICE CHOWN	)	DAY OF JANUARY, 2025

ROYAL BANK OF CANADA

Applicant

- and -

TRANS GLOBE LOGISTICS INC., POLESTAR HOLDINGS LTD. and COMPASS ROSE INTERNATIONAL TRANSPORTATION INC.

Respondents

APPOINTMENT ORDER

THIS APPLICATION made by Royal Bank of Canada ("**RBC**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing KPMG Inc. as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Trans Globe Logistics Inc., Polestar Holdings Ltd., and Compass Rose International Transportation Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day by Zoom video conference.

ON READING the affidavit of Tro DerBedrossian sworn July 17, 2024, the supplemental affidavit of Tro DerBedrossian sworn August 16, 2024, the reply affidavit of Tro DerBedrossian sworn August 29, 2024, the affidavit of Paul Randhawa sworn August 23, 2024 and the Exhibits thereto and on hearing the submissions of counsel for RBC and submissions for the Respondents, no one else appearing although duly served as appears from the affidavit of

service of Mariela Adriana Gasparini sworn July 24, 2024, the affidavit of service of Siddhant Vij sworn July 29, 2024 and the affidavit of service of Mudit Gupta sworn July 29, 2024 and on reading the consent of KPMG Inc. to act as the Receiver.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, KPMG Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including and without limiting the generally of the foregoing, the lands and premises described in Schedule "A" hereto, all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of 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 the Debtors, 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 the Debtors;

(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 the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, 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 the Debtors, the 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 Property, including advertising and soliciting offers in respect of the 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 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 $250,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; 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.

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

(o) to make an assignment into bankruptcy on behalf of any of the Debtors and for KPMG Inc. to act as trustee in bankruptcy for any of the Debtors;

(p) 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 the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; 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 the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) 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 Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **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 the Debtors, 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 5 or in paragraph 6 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 the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **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.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords 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

8. **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 THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the 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 the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the 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 BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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

11. **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 the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors 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 the Debtors 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 the Debtors' 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 the Debtors 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

13. **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 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

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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

15. **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 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 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 Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **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 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **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

18. **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 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 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.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its 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.

20. **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.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a 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 $500,000.00 (or such greater amount as this Court may by further Order authorize) 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 "**Receiver's Borrowings 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, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings 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.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **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 '<kpmg.com/ca/TransGlobeEtAl>'.

26. **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 the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

GENERAL

27. **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.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. **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.

30. **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.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

32. **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.

Chown J.

G42

SCHEDULE "A"

Municipally known as 12423 Coleraine Drive, Bolton, Ontario and legally described in PIN 14350-0737 (LT) as:

PT LT 3, CONC 6(ALB); TOWN OF CALEDON

G42

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. **THIS IS TO CERTIFY** that KPMG Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Trans Globe Logistics Inc., Polestar Holdings Ltd. and Compass Rose International Transportation Inc. (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 ___ day of _____, 2025 (the "**Order**") made in an action having Court File Number __-CL-_____, 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.

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. 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__.

KPMG Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

Court File No.: CV-24-00003312-0000

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

ROYAL BANK OF CANADA **- and -** **TRANS GLOBE LOGISTICS INC., ET AL.**

Applicant **Respondents**

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT BRAMPTON

APPOINTMENT ORDER

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Lawyers for the Applicant

145974060:v9

APPENDIX “B”

COURT FILE NO.: CV-24-00003312-0000

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: ROYAL BANK OF CANADA, **Applicant**

AND:

TRANS GLOBE LOGISTICS INC., **Respondent 1**
POLESTAR HOLDINGS LTD., **Respondent 2**
COMPASS ROSE INTERNATIONAL TRANSPORTATION INC, **Respondent 3**

BEFORE: Justice R. Chown

COUNSEL: JAIPARGAS, ROGER, for the **Applicant**
Email: rjaipargas@blg.com
SMITH, DOUG **(Colleague with counsel on file)**
Email: dsmith@blg.com

SWAN, RICHARD for all **Respondents**
Email: swanr@bennettjones.com

TOLANI, SHANN **(colleague of counsel on file)**
Email: tolanis@bennettjones.com

Proposed Receiver (KPMG):BOURIKAS,GEORGE/VAN EYK, PAUL

HEARD: January 15, 2025, by video conference

[1] I have signed the order proposed by the applicant. Brief written reasons will follow.

Chown J.

Chown J.

APPENDIX “C”

Transaction Number: APP-A10724736325
Report Generated on March 06, 2025, 12:52

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

2334306 ONTARIO INC. as of March 06, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2334306 ONTARIO INC.
Ontario Corporation Number (OCN)	2334306
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 05, 2012
Registered or Head Office Address	Attention/Care of Gurjeet Singh Ranadhawa, 27 Mccauley Drive, Bolton, Ontario, L7E 0B6, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	GURJEET SINGH RANDHAWA
Address for Service	27 Mccauley Drive, Bolton, Ontario, L7E 0B6, Canada
Resident Canadian	Yes
Date Began	January 31, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	GURJEET SINGH RANDHAWA
Position	President
Address for Service	Attention/Care of GURJEET SINGH RANDHAWA, 27 Mccauley Drive, Bolton, Ontario, L7E0B6, Canada
Date Began	January 31, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name	2334306 ONTARIO INC.
Effective Date	July 05, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

Name	R. BRO'S LINEHAUL
Business Identification Number (BIN)	1001134362
Registration Date	January 31, 2025
Expiry Date	January 30, 2030

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: GURJEET SINGH RANDHAWA	February 27, 2025
Archive Document Package	February 13, 2025
CIA - Notice of Change PAF: GURJEET SINGH RANDHAWA	January 31, 2025
CIA - Notice of Change PAF: DALJIT KAUR - DIRECTOR	September 09, 2020
Annual Return - 2019 PAF: ANTER PUNEET MATHARU - DIRECTOR	August 16, 2020
Annual Return - 2018 PAF: ANTER PUNEET MATHARU - DIRECTOR	July 07, 2019
Annual Return - 2017 PAF: ANTER PUNEET MATHARU - DIRECTOR	June 03, 2018
Annual Return - 2016 PAF: ANTER PUNEET MATHARU - DIRECTOR	July 09, 2017
Annual Return - 2015 PAF: ANTER PUNEET MATHARU - DIRECTOR	July 03, 2016
Annual Return - 2014 PAF: ANTER PUNEET MATHARU - DIRECTOR	June 27, 2015
Annual Return - 2013 PAF: ANTER PUNEET MATHARU - DIRECTOR	September 10, 2014
Annual Return - 2012 PAF: ANTER PUNEET MATHARU - DIRECTOR	October 18, 2013
CIA - Initial Return PAF: ANTER PUNEET MATHARU - DIRECTOR	July 23, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10724736325
Report Generated on March 06, 2025, 12:52

BCA - Articles of Incorporation July 05, 2012

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

APPENDIX “D”

Chaitons LLP

REPLY TO: GEORGE BENCHETRIT
FILE NO.: 88257
DIRECT: 416-218-1141
EMAIL: *george@chaitons.com*

February 27, 2025

VIA EMAIL

Paul Randhawa
randhawa.paul14@yahoo.com
paul@transglobelogistics.net

Re: Receivership of Trans Globe Logistics Inc., Compass Rose International Transportation Inc. and Polestar Ltd. (collectively, the "Debtors") - Order of the Ontario Superior Court of Justice dated January 15, 2025 (the "Receivership Order")

Dear Mr. Randhawa,

As you know, we represent KPMG Inc., in its capacity as court-appointed receiver of the Debtors (the "**Receiver**").

The Receiver has come to learn that you have personally instructed drivers to divert trucks and trailers owned or leased by the Debtors to third-party locations, including possibly locations owned and/or controlled by you or parties related to you.

Attached is a list of trucks and trailers by vehicle identification number, none of which are presently located at the Debtor's property at 12423 Coleraine Drive, Bolton (the "**Coleraine Property**").

This conduct is a clear breach of the terms of the Receivership Order, and also attracts criminal consequences. The Receiver has notified the OPP and Peel Regional Police of these circumstances.

Unless the missing vehicles diverted at your direction are all delivered to the Coleraine Property by no later than 5 PM tomorrow, Friday, February 28, 2025, we will also proceed to seek relief against you personally, including for contempt of court, without further notice to you.

Yours truly,
CHAITONS LLP

George Benchetrit
PARTNER*
*Denotes Professional Corporation
GB/ac

c. George Bourikas, *KPMG Inc.*, gbourikas@kpmg.ca
Raj Sahni, *Bennett Jones LLP*, sahnir@bennettjones.com

DOC#12176292v1

Appendix "A" – Trucks

	VINs	Unit #
1	4V4NC9EH9HN951154	1021
2	1FUJGLDRXJLKA3279	1027
3	3AKJHHDR3JSJW5185	1028
4	4V4NC9EH0JN886331	1029
5	4V4NC9EH8KN900509	1036
6	1FUJHHDR4KLKN4468	1039
7	1FUJHHDR7KLKN0771	1042
8	1FUJHLDR5KLKH8082	1045
9	4V4WC9EJ9LN222538	1053
10	3AKJHHDR7LSLR6027	1057
11	3AKJHLDR2JSJJ3906	1058
12	3AKJHLDR4JSKA2310	1065
13	1FUJGEDR3HLJC9788	1071
14	1FUJGEDR7HLHX7674	1072
15	1FUJGEDR9HLHX7675	1074
16	1FUJGEDR8HLHX7702	1075
17	3AKJHLDV4JSJV9959	1080
18	3AKJHLDV4JSJV9962	1083
19	1FUJHTDV7KLKA2814	1084
20	3AKJHLDR7JSKA2317	1086
21	3AKJHLDR3JSKA2315	1089
22	3AKJHLDR6JSJJ3908	1090
23	1XKYD49X1LJ966892	1095
24	1XKYD49X1LJ956833	1096
25	1XKYD49XXLJ956832	1099
26	1XKYD49X8LJ956831	1100
27	1XKYD49X6LJ956830	1101
28	1XKYD49X8LJ956828	1102
29	1XPBD49X0LD710774	1103
30	1FUJHHDR9KLKA2569	1110
31	1FUJHHDRXKLKA2578	1111
32	1FUJHHDR1KLKA2582	1112
33	1FUJHHDR3KLKA2583	1113
34	1FUJHHDR7KLKA2599	1114
35	3AKJHHDR6PSNH1885	1119
36	3AKJHHDR8PSNH1886	1120
37	3AKJHHDR4PSNZ0570	1121

38	3AKJHHDR6PSNZ0571	1122
39	3AKJHHDRXPSNZ0573	1123
40	3AKJHHDR0PSNY9089	1125
41	3AKJHHDR1PSNH1857	1126
42	3AKJHLDR2JSJM0572	1063
43	3AKJHLDR4JSJJ3910	1062
44	1FUJHHDR2KLKA2560	4006
45	1FUJGLD58ELFD7297	4002
46	4V4NC9EH5HN951152	1022
47	4V4NC9EH6JN886334	1032

Appendix "B" – Trailers

	VINs	Unit #
1	2SHSR5321NS000678	R1925
2	3H3V532K3NS161131	53192
3	3H3V532K9NS161134	53188
4	3H3V532K0NS161135	53190
5	527SR5321KM016978	R1904
6	1UYVS2533K6763811	R1907
7	527SR5322LM018725	R1916
8	527SR5322LM018742	R1918
9	527SR5325LM018749	R1919
10	1JJV532B2LL170281	R1921
11	1JJV532B7LL170289	R1922
12	IJJV53B2LL170281	R1921
13	2SHSR5320NS000669	R1926
14	1UYVS2530EM745711	39014
15	1UYVS2530EM745001	42214
16	1UYVS2535J7306331	53181
17	1UYVS2537J7306332	53182
18	5V8VC5328JM807770	53183
19	5V8VC5326JM087766	53184
20	1JJV532D1JL091389	53185
21	1JJV532D8JL091390	53186
22	1GRAP062XKT120470	53187
23	3H3V532K4NS161137	Unknown
24	3H3V532K1NS161144	Unknown

APPENDIX “E”

From: Paul Randhawa
To: paul@transglobelogistics.net; George Benchetrit
Cc: Bourikas, George; Rukavina, Mathew; Van Eyk, Paul; Raj Sahni - Bennett Jones (sahnir@bennettjones.com)
Subject: Re: Receivership of Trans Globe Logistics Inc., Compass Rose International Transportation Inc. and Polestar Ltd. [EXTERNAL]
Date: Monday, March 3, 2025 8:04:54 AM
Attachments: thinkprint_1ce891d4-e7bd-492c-a24c-11a2636f5650.png

Good Morning All,

I hope this email finds everyone well.

The accusations set out on the letter are false. I have always and will continue to follow court orders by assisting the receiver with the best of my knowledge. I provided the receiver with with the GPS software access along with providing a list of mechanics which I believe would have some of the equipment. The receiver appears not to have followed up on some of my provided information about which repair facilities would have equipment. I drove past both Auto Hut & Toronto Truck repair and saw equipment parked. Furthermore to the best of my knowledge the list of equipment which the receiver is working off of is not accurate. Examples unit# 1063 was a owner operator which took his unit, Unit# 1062 this was a owner operator which stopped working with Trans Globe roughly 2 years ago, unit# 1032 was sold from the fleet 2 years ago as well. I drove past the Coleraine property and I recognized unit# 1036 (Not missing) as it's parked nose in facing George Bolton Pkwy on the left side when you enter into the yard. Moving onto appendix B my uncle had spotted R1926 travelling Westbound on the 401 near Cambridge, ON February 8, 2025 @ 9:21 AM by another carrier screenshots attached.

There should be a handful of trucks in the Montreal yard as that was the Montreal based drivers starting & finishing point on a daily basis. Below is the yard address & contact information:

National Transport

231 Rue Rodolphe-Besner,

Vaudreuil-Dorion, Quebec

J7V 8P2

Contact number: 514-633-5444

As I suggested to George on numerous phone calls last week & will suggest again please confirm the accuracy of the "Missing Equipment". I do not have possession or control on any of the trucks or trailers but I'm willing to continue assisting the receiver as I have been. If I spot any equipment or if someone sends me pictures of the equipment seen I will reply in this email thread with the pictures.

Thanks,
Paul

On Thursday, February 27, 2025 at 07:17:59 PM EST, George Benchetrit <george@chaitons.com> wrote:

TO: Paul Randhawa

See attached letter.

Chaitons LLP
George Benchetrit | Partner*
*Denotes Professional Corporation
T: 416.218.1141 E: George@chaitons.com
5000 Yonge St, 10th Floor, Toronto, ON, M2N 7E9
chaitons.com

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APPENDIX “F”

T.G.L
TRANSGLOBE LOGISTICS INC
T680

APPENDIX “G”

KPMG Inc.
Bay Adelaide Centre
333 Bay Street Suite 4600
Toronto ON M5H 2S5
Canada

Telephone (416) 777-8500
Fax (416) 777-3364
Internet www.kpmg.ca

Toronto Truck Center
Sent via email:

raghav@rsglaw.ca
raj@rsglaw.ca
vikram@rsglaw.ca
info@torontotrucks.com
jesse@torontotrucks.com

March 13, 2025

Dear Sir or Madam

Re: Equipment belonging to Trans Globe Logistics Inc., and/or Compass Rose Transportation Inc.

As you are aware, on January 15, 2025, by Order of the Ontario Superior Court of Justice (the "**Receivership Order**"), KPMG Inc. was appointed receiver and manager (the "**Receiver**") of Trans Globe Logistics Inc., Polestar Holdings Ltd., and Compass Rose International Transportation Inc. (collectively, the "**Debtors**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

A copy of the Receivership Order is attached to this email for reference.

Pursuant to the Receivership Order, among other things:

- the Receiver is authorized and empowered to take possession and control of the property of the Debtors– see paragraph 3; and

- 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 Trans Globe – see paragraph 4

On February 26, 2025, the Receiver had a phone conversation with Jesse of Toronto Truck Center, and was advised that Toronto Truck Center was not in possession of any trucks or other property belonging to the Debtors.

On March 12, 2025 a representative of the Receiver attended the location of Toronto Truck Center at 225 Clairepoint Crescent, Toronto, Ontario, M9W 6P7. The Receiver with the assistance of Jesse of Toronto Truck Center located the following equipment belonging to the Debtors at that location and the lot adjacent thereto. The Receiver noted that certain of the trucks located there had the Debtors' logo and truck unit numbers removed.

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The following vehicles were identified by using the Debtors' logo and truck unit number or the remnant outline thereof (collectively, the "**Debtors' Trucks**").

1. Truck number 1029, VIN 4V4NC9EH0JN886331;
2. Truck number 1042, VIN 1FUJHHDR7KLKN0771;
3. Truck number 1058, VIN 3AKJHLDR2JSJJ3906;
4. Truck number 1080, VIN 3AKJHLDV4JSJV9959;
5. Truck number 1084, VIN 1FUJHTDV7KLKA2814;
6. Truck number 1086, VIN 3AKJHLDR7JSKA2317;
7. Truck number 1089, VIN 3AKJHLDR3JSKA2315;
8. Truck number 1100, VIN 1XKYD49X8LJ956831;
9. Truck number 1101, VIN 1XKYD49X6LJ956830;
10. Truck number 1110, VIN 1FUJHHDR9KLKA2569;
11. Truck number 1111, VIN 1FUJHHDRXKLKA2578;
12. Truck number 1112, VIN 1FUJHHDR1KLKA2582;
13. Truck number 1113, VIN 1FUJHHDR3KLKA2583;
14. Truck number 1114, VIN 1FUJHHDR7KLKA2599;
15. Truck number 1120, VIN 3AKJHHDR8PSNH1886; and
16. No truck number[1]

The Receiver hereby requests that Toronto Truck Center immediately:

1. advise the Receiver of how Toronto Truck Centre came into possession of the Debtors' Trucks, including the dates and times;

2. if the Debtors' Trucks were dropped off at Toronto Truck Centre, provide the names and companies of the drivers that dropped them off;

3. if the Debtors' Trucks were picked up by Toronto Truck Centre, provide the names and companies that advised Toronto Truck Centre to do so, and the location that the Debtors' Trucks were picked up from; and

4. advise the Receiver of any additional property belonging to the Debtors in the possession or control of Toronto Truck Centre.

[1] This truck was identified via the remnant outline of the Debtors' logo, the truck number had been cleaned off the truck and was not visible.

We are requesting that the information listed above be delivered immediately, and in any event no later than Monday March 17, 2025 at 5:00 p.m., failing which we reserve the right to obtain a court order against Toronto Truck Centre without further notice to you, including an order sanctioning Toronto Truck Centre for its failure to cooperate with the Receiver and requiring it to pay the Receiver's costs in connection with this matter.

KPMG Inc.
in its capacity as court-appointed receiver of
Trans Globe Logistics Inc., Compass Rose International Transportation Inc. and Polestar Holdings Ltd.

Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, Ontario M5H 2S5
T: 1-833-724-2260

APPENDIX “H”

KPMG Inc.
Bay Adelaide Centre
333 Bay Street Suite 4600
Toronto ON M5H 2S5
Canada

Telephone (416) 777-8500
Fax (416) 777-3364
Internet www.kpmg.ca

Toronto Truck Center
Sent via email:

raghav@rsglaw.ca
raj@rsglaw.ca
vikram@rsglaw.ca
info@torontotrucks.com

March 17, 2025

Dear Sir or Madam

Re: Equipment belonging to Trans Globe Logistics Inc., and/or Compass Rose Transportation Inc.

As you are aware, on January 15, 2025, by Order of the Ontario Superior Court of Justice (the "**Receivership Order**"), KPMG Inc. was appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties (the "**Property**") of Trans Globe Logistics Inc., Polestar Holdings Ltd., and Compass Rose International Transportation Inc. (collectively, the "**Debtors**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

A copy of the Receivership Order is attached to this email for reference.

Reference is made to the Receiver's letter to you dated March 13, 2025 (the "**March 13 Letter**"), which details that the Receiver attended Toronto Truck Centre on March 12, 2025 and verified that Toronto Truck Centre was in possession of 16 trucks belonging to the Debtors.

Pursuant to the Receivership Order, among other things:

- **the Receiver is authorized and empowered to take possession and control of the Property of the Debtors** – see paragraph 3; and

- **all Persons shall forthwith (i) advise the Receiver of the existence of any Property of the Debtors in such person's control, (ii) grant immediate and continued access to the property of the Debtors to the Receiver, and (iii) deliver all such Property of the Debtors to the Receiver upon the Receiver's request** – see paragraph 4

On March 18, 2025 the Receiver will be attending Toronto Truck Centre at 225 Clairepoint Crescent, Toronto, Ontario, M9W 6P7, between the hours of 9:00 a.m. and 4:00 p.m. to retrieve the following vehicles, (collectively, the "**Debtors' Trucks**"):

1. Truck number 1029, VIN 4V4NC9EH0JN886331;

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