

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**SUHANNA FREIGHT SERVICES INC.,
2815872 ONTARIO INC., 2826466 ONTARIO INC., RANDEEP MANN
also known as RANDEEP SINGH MANN, VIBHU ANNASWAMY also
known as ANNASWAMY VIBHU PRAKASH also known as VIBHU
PRAKASH ANNASWAMY, ONKAR BAGGA also known as ONKAR S
BAGGA AND SURINDER GHUMMAN also known as SURINDER PAL
GHUMMAN also known as SURINDER P S GHUMMAN**

Respondents

**APPLICATION RECORD
(Returnable October 22, 2024)
(VOLUME 2 OF 2)**

September 30, 2024

FOGLER, RUBINOFF LLP

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Lawyers for the Applicant, Royal Bank of
Canada

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**SUHANNA FREIGHT SERVICES INC.,
2815872 ONTARIO INC., 2826466 ONTARIO INC., RANDEEP MANN
also known as RANDEEP SINGH MANN, VIBHU ANNASWAMY also
known as ANNASWAMY VIBHU PRAKASH also known as VIBHU
PRAKASH ANNASWAMY, ONKAR BAGGA also known as ONKAR S
BAGGA AND SURINDER GHUMMAN also known as SURINDER PAL
GHUMMAN also known as SURINDER P S GHUMMAN**

Respondents

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This is **Exhibit "O"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142405.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4349)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2815872 ONTARIO INC.

FILE CURRENCY : 04SEP 2024

ENQUIRY NUMBER 20240905142405.53 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC CORPORATE SERVICES LTD.
RC-35486163
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4



(crfj6 05/2022)

CONTINUED... 2

RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142405.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(4350)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2815872 ONTARIO INC.
FILE CURRENCY : 04SEP 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789208866

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20221212 0854 1532 8490	P PPSA	05

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
02 DEBTOR NAME		2815872 ONTARIO INC.			
03		BUSINESS NAME			
04		ADDRESS	125 FITZGERALD CRES	MILTON	ON L9T 5Y6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
05 DEBTOR NAME					
06		BUSINESS NAME			
07		ADDRESS			

SECURED PARTY / LIEN CLAIMANT	ADDRESS	ROYAL BANK OF CANADA	TORONTO	ON	M2P 0A4
08					
09		36 YORK MILLS ROAD, 4TH FLOOR			

COLLATERAL CLASSIFICATION								
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10	X	X	X	X				

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11			
12			

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

REGISTERING AGENT	ADDRESS	D + H LIMITED PARTNERSHIP	MISSISSAUGA	ON	L4Z 1H8
16					
17		2 ROBERT SPECK PARKWAY, 15TH FLOOR			

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142405.53

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4351)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2815872 ONTARIO INC.
FILE CURRENCY : 04SEP 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

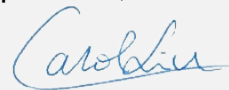
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
789208866	20221212	0854	1532	8490

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(crfj6 05/2022)

This is **Exhibit "P"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink, appearing to read "Carol Ann", written over a dotted line.

.....
A Commissioner for Taking Affidavits

RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142409.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(3387)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2826466 ONTARIO INC.

FILE CURRENCY : 04SEP 2024

ENQUIRY NUMBER 20240905142409.90 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC CORPORATE SERVICES LTD.
RC-35486164
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4



(crfj6 05/2022)

CONTINUED... 2

RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142409.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(3388)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2826466 ONTARIO INC.
FILE CURRENCY : 04SEP 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
789209037

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	001	1		20221212 0859 1532 8586	P PPSA	05

02 DEBTOR NAME
03 BUSINESS NAME 2826466 ONTARIO INC.
04 ADDRESS SUITE 401- 989 DERRY RD E MISSISSAUGA ON L5T 2J8
ONTARIO CORPORATION NO.

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS
ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA
09 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

10 COLLATERAL CLASSIFICATION
CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER MOTOR VEHICLE INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
X X X X

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP
17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 249
RUN DATE : 2024/09/05
ID : 20240905142409.90

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(3389)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2826466 ONTARIO INC.
FILE CURRENCY : 04SEP 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
789209037	20221212 0859 1532 8586			

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETÉS MOBILIÈRES

(crf)6 05/2022)



This is **Exhibit "Q"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

From: Walia, Harmeet

Sent: Tuesday, December 12, 2023 11:25 AM

To: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; 'Randy Mann' <randy@suhannafreight.com>

Subject: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Importance: High

Hi All, Please refer to the attached notice, the facilities for Suhanna Freight are in default. This default needs to be remedied on or before December 20, 2023. We retain all rights arising out of the default and reserve the right to demand

payment of borrowings outstanding under the credit facilities if such default is not remedied by the said date or if another breach of the Agreement should occur.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5



RBC Royal Bank

December 6, 2023

SUHANNA FREIGHT SERVICES INC.

P.O. BOX 446-37 MAIN ST E.

OTTERVILLE ONTARIO

N0J1R0

Dear Sir:

Your Credit Facilities with Royal Bank of Canada

We are writing with reference to your above credit facilities as set out in the Credit Agreement dated December 14, 2022 (the "Agreement").

Our recent review reveals that you are in default of the following covenant(s) under the terms of the Agreement for the fiscal period ended December 31, 2022:

The Borrower will provide to the Bank:

- a) annual aged list of accounts receivable and aged list of accounts payable for the Borrower, within 90 days of each fiscal year end;
- b) annual review engagement financial statements for the Suhanna Freight Services Inc., within 90 days of each fiscal year end;
- c) annual compilation engagement financial statements for 2826466 Ontario Inc., within 90 days of each fiscal year end;
- d) annual compilation engagement financial statements for the Borrower and 2826466 Ontario Inc., within 90 days of each fiscal year end;
- e) annual compilation engagement combined financial statements for the Borrower and 2815872 Ontario Inc., within 90 days of each fiscal year end;
- f) annual equipment and financing listing including, year, vehicle make, model, VIN #, purchase price, down payment, unfunded amount, loan/lease, amount financed, payment amount, bullet amount, start date, end date and lender, for the Borrower, within 90 days of each fiscal year end;
- g) annual chartered accountant confirmation of unfunded capital expenditures supported by applicable calculations for the Borrower, within 90 days of each fiscal year end;
- h) such other financial and operating statements and reports as and when the bank may reasonably require
- i) Frequent excess in the account 03212-1004605 since Oct 2023

According to our records, the Bank has yet to receive the aforementioned document(s).

The default is not acceptable and we require you to remedy the foregoing default prior to December 20, 2023

We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by such date or if another breach of the Agreement should occur.

If you have any questions about your credit facilities or would like clarification of any of the above matters, please contact us immediately at the contact number provided below.

Yours truly,



Harmeet Walia
Sr. Relationship Manager
647 927 4743

CC:

2826466 Ontario Inc.
2815872 Ontario Inc.
Randeep Singh Mann
Surinder Pal Ghumman
Onkar Bagga
Annaswamy Vibhu Prakash

This is **Exhibit "R"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th

day of September, 2024.



.....
A Commissioner for Taking Affidavits

From: Walia, Harmeet

Sent: Tuesday, December 12, 2023 11:27 AM

To: 'Pal Ghuman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; 'Randy Mann' <randy@suhannafreight.com>

Subject: RE: Notice of Default - 2815872 ONTARIO INC. - Urgent

Importance: High

Hi All, Please refer to the attached notice, the facilities for 2815872 Ontario Inc. are in default. This default needs to be remedied on or before December 20, 2023. We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by the said date or if another breach of the Agreement should occur.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5



RBC Royal Bank

December 11, 2023

2815872 Ontario Inc.
P.O. BOX 446-37 MAIN ST E.
OTTERVILLE ONTARIO
N0J1R0
Dear Sir:

Dear Sirs/Mesdames:

Your Credit Facilities with Royal Bank of Canada

We are writing with reference to your above credit facilities as set out in the Credit Agreement dated December 9, 2022 (the "Agreement").

Our recent review reveals that you are in default of the following covenant(s) under the terms of the Agreement for the fiscal period ended December 31,

- a) Term loan Payment for loan # 71506696-001 – Delinquent for 19 Days
- b) Frequent late payment on term loan# 71506696-001

The default is not acceptable and we require you to remedy the foregoing default prior to December 20, 2023.

We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by such date or if another breach of the Agreement should occur.

If you have any questions about your credit facilities or would like clarification of any of the above matters, please contact us immediately at the contact number provided below.

Yours truly,

Harmeet Walia
Sr. Relationship Manager
437 869 0019

cc:

Suhanna Freight Services Inc.
2826466 Ontario Inc.
Randeep Singh Mann
Surinder Pal Ghumman
Onkar Bagga
Annaswamy Vibhu Prakash

*Registered trademark of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.

This is **Exhibit "S"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

From: Walia, Harmeet
Sent: Wednesday, January 3, 2024 12:17 PM
To: Randy Mann <randy@suhannafreight.com>
Cc: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent
Importance: High

Good afternoon Randy,
Pls be advised that the management of Suhanna Freight Services accounts will now transferred over to RBC's Special Loans & Advisory Services Group. Going forward all queries/ communication should be directed to Ms. Sharon D'Costa.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5

From: Walia, Harmeet
Sent: Tuesday, December 12, 2023 11:25 AM
To: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; 'Randy Mann' <randy@suhannafreight.com>
Subject: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent
Importance: High

Hi All, Please refer to the attached notice, the facilities for Suhanna Freight are in default. This default needs to be remedied on or before December 20, 2023. We retain all rights arising out of the default and reserve the right to demand

payment of borrowings outstanding under the credit facilities if such default is not remedied by the said date or if another breach of the Agreement should occur.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5



Harmeet Walia
Sr. Relationship Manager,
Commercial Financial Services
T. 905-286-7022
6880 Financial Drive 2nd Floor Link,
Mississauga, Ontario, L5N 7Y5

SENT VIA EMAIL / REGISTERED MAIL

January 2, 2024

SUHANNA FREIGHT SERVICES INC.
P.O. BOX 446-37 MAIN ST E.
OTTERVILLE ONTARIO
N0J1R0

Attention: Mr. Randeep Singh Mann

Re: Royal Bank of Canada ("the Bank") and Suhanna Freight Services Inc. ("the Company")

The purpose of this letter is to advise you that the management of the Company's accounts will be transferred over to RBC's Special Loans & Advisory Services Group.

The Bank has concerns based on the following:

- payment arrears;
- account excesses;
- NSF activity in your account(s);
- late financial reporting;
- the Company's inability to repay loans as agreed;

Accordingly, management of your account is being re-assigned to Ms. Sharon D'Costa going forward.

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company's account and will be charged to the Company's Current Account from time to time. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding excesses that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Yours truly

A handwritten signature in cursive script, appearing to read 'Harmeet Walia'.

Harmeet Walia
Sr. Relationship Manager

cc. Sharon D'Costa

ACKNOWLEDGED AND AGREED as of January 2, 2024

SUHANNA FREIGHT SERVICES INC.

By: _____

Name: **Randeep Singh Mann**

Title: Director

I have authority to bind the corporation.

Guarantor: _____

Name: **2815872 Ontario Inc.**

Guarantor: _____

Name: **2826466 Ontario Inc.**

Guarantor: _____

Name: **Surinder Pal Ghumman**

Guarantor: _____

Name: **Onkar Bagga**

Guarantor: _____

Name: **Annaswamy Vibhu Prakash**

This is **Exhibit "T"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

From: Walia, Harmeet <harmeet.walia@rbc.com>
Sent: Wednesday, January 3, 2024 12:19 PM
To: Randy Mann <randy@suhannafreight.com>; shindermann@hotmail.com
Cc: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Subject: RE: Notice of Default - 2815872 ONTARIO INC. - Urgent

Good afternoon Randy and Satinderjit,
Pls be advised that the management of Suhanna Freight Services accounts will now transferred over to RBC's Special Loans & Advisory Services Group. Going forward all queries/ communication should be directed to Ms. Sharon D'Costa.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5

From: Walia, Harmeet
Sent: Tuesday, December 12, 2023 11:27 AM
To: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; 'Randy Mann' <randy@suhannafreight.com>

Subject: RE: Notice of Default - 2815872 ONTARIO INC. - Urgent

Importance: High

Hi All, Please refer to the attached notice, the facilities for 2815872 Ontario Inc. are in default. This default needs to be remedied on or before December 20, 2023. We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by the said date or if another breach of the Agreement should occur.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5



Harmeet Walia
Sr. Relationship Manager,
Commercial Financial Services
T. 905-286-7022
6880 Financial Drive 2nd Floor Link,
Mississauga, Ontario, L5N 7Y5

SENT VIA EMAIL / REGISTERED MAIL

January 2, 2024

2815872 ONTARIO INC.
P.O. BOX 446-37 MAIN ST E.
OTTERVILLE ONTARIO
N0J1R0

Attention: Mr. Randeep Singh Mann and Ms. Satinderjit Mann

Re: Royal Bank of Canada ("the Bank") and 2815872 Ontario Inc. ("the Company")

The purpose of this letter is to advise you that the management of the Company's accounts will be transferred over to RBC's Special Loans & Advisory Services Group.

The Bank has concerns based on the following:

- payment arrears;
- account excesses;
- NSF activity in your account(s);
- late financial reporting;
- the Company's inability to repay loans as agreed;

Accordingly, management of your account is being re-assigned to Ms. Sharon D'Costa going forward.

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company's account and will be charged to the Company's Current Account from time to time. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding excesses that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Yours truly

A handwritten signature in black ink, appearing to read 'Harmeet Walia'.

Harmeet Walia
Sr. Relationship Manager

cc. Sharon D'Costa

ACKNOWLEDGED AND AGREED as of January 2, 2024

2815872 ONTARIO INC.

By: _____

Name: **Randeep Singh Mann**

Title: Director

I have authority to bind the corporation.

Guarantor: _____

Name: **Randeep Singh Mann**

Guarantor: _____

Name: **2826466 Ontario Inc.**

Guarantor: _____

Name: **Surinder Pal Ghuman**

Guarantor: _____

Name: **Onkar Bagga**

Guarantor: _____

Name: **Annaswamy Vibhu Prakash**

This is **Exhibit "U"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink that reads "Carolin".

.....
A Commissioner for Taking Affidavits

From: D'Costa, Sharon (Sharon D'Costa)
Sent: Monday, January 15, 2024 12:46 PM
To: 'Randy Mann' <randy@suhannafreight.com>
Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Good afternoon Randeep Mann,

Please be guided by Harmeet's email dated Jan 03rd and the attached letters with the bank concerns that need to be addressed at the earliest

Pls be advised that the management of Suhanna Freight Services accounts will now transferred over to RBC's Special Loans & Advisory Services Group

Kindly advise your availability when we can meet and discuss

If you have further questions or concerns please do not hesitate to contact me.

Thank you

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

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From: D'Costa, Sharon (Sharon D'Costa)
Sent: Friday, January 12, 2024 7:24 PM
To: 'Randy Mann' <randy@suhannafreight.com>
Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Hello Randeep Mann

Thank you for your email

Sorry to know you are in hospital

Would you be able to contact me when you have a moment

Thank you,

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

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From: Randy Mann [<mailto:randy@suhannafreight.com>]
Sent: Monday, January 8, 2024 12:17 PM
To: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Subject: Re: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

[External]/[Externe]

Hello Sharon,

I have recorded your email and am currently admitted to hospital, will be in touch after I get released

Thank you!

Randy

Get [Outlook for iOS](#)

From: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Sent: Monday, January 8, 2024 11:55:57 AM
To: Randy Mann <randy@suhannafreight.com>
Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Hello Randeep Mann ,

May we please hear as per our email request below

If you have further questions or concerns please do not hesitate to contact me.

Thank you

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than the intended recipient is unauthorized. If you receive this e-mail in error, please advise me, by return e-mail or otherwise, immediately

From: D'Costa, Sharon (Sharon D'Costa)
Sent: Friday, January 5, 2024 11:18 AM
To: Randy Mann <randy@suhannafreight.com>
Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Hello Randeep Mann ,

As per the below email and the correspondence attached the bank has concerns which needs to be addressed
 Would you be able to provide your availabilities so that we could connect

Noted your current accounts for the below company is in excess and need to be covered immediately
[SUHANNA FREIGHT SERVICES INC.](#)

As mentioned in the attached correspondence any excess on any of the facilities will be returned for insufficient funds and the bank reserves the rights to cancel the facilities

Kindly ensure by calling or visiting any of our branches to ensure sufficient funds prior to any transactions

Please be guide once again by the attached introduction letter

Any costs that might be incurred by the Bank on account of its professional advisors will be for the Company's account and will be charged to the Company's Current Account from time to time. We will provide you with copies of these invoices if these expenses are incurred.

We remind you that, notwithstanding **excesses** that may have been permitted in the past, your accounts and loans are to continue to operate and repaid as agreed within approved limits. Any cheques and/or debits presented on your accounts that cause an excess will be returned, without prior notice.

Thank you,

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

This e-mail may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this e-mail or the information it contains by other than the intended recipient is unauthorized. If you receive this e-mail in error, please advise me, by return e-mail or otherwise, immediately.

From: Walia, Harmeet

Sent: Wednesday, January 3, 2024 12:17 PM

To: Randy Mann <randy@suhannafreight.com>

Cc: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>

Subject: RE: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Importance: High

Good afternoon Randy,

Pls be advised that the management of Suhanna Freight Services accounts will now transferred over to RBC's Special Loans & Advisory Services Group. Going forward all queries/ communication should be directed to Ms. Sharon D'Costa.

Regards

Harmeet Walia CPA | Senior Relationship Manager, Commercial Financial Services - Peel Supply Chain | **Royal Bank of Canada** | T. 905-286-7022 | C. 437-869-0019 | F. 905-286-7262 | 6880 Financial Drive 2nd Floor Link, Mississauga, Ontario, L5N 7Y5

From: Walia, Harmeet

Sent: Tuesday, December 12, 2023 11:25 AM

To: 'Pal Ghumman' <pal@affinityllp.ca>; 'Onkar Bagga' <onkarbagga@outlook.com>; 'vbhprakash@gmail.com' <vbhprakash@gmail.com>; 'Randy Mann' <randy@suhannafreight.com>

Subject: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent

Importance: High

Hi All, Please refer to the attached notice, the facilities for Suhanna Freight are in default. This default needs to be remedied on or before December 20, 2023. We retain all rights arising out of the default and reserve the right to demand

This is **Exhibit "V"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink, appearing to read "Carolbin", written over a dotted line.

.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Sent: Monday, January 22, 2024 3:02 AM
To: 'Randy Mann'
Subject: FW: Notice of Default - SUHANNA FREIGHT SERVICES INC. - Urgent
Attachments: Suhanna Freight.pdf; Suhanna Freight Introduction.pdf; PSOA format.pdf

Good day Randeep Mann,

Kindly provide the requested Items listed as per the attachment Nontolerance Non waiver letter dated Dec 06, 2023(attached).

Our recent review reveals that you are in default with excesses and over limits for your facilities.

In addition to the requested documents, kindly also provide the following for SUHANNA FREIGHT SERVICES INC., 2815872 ONTARIO INC and 2826466 ONTARIO INC. :

- Interims for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC. from Jan to Dec 2023 and Finalized Financials for the year ending Dec 2022 for all companies
- P & L statement for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC. for Dec 2023
- 13 weeks cashflow forecast for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC.
- Complete the Personal statement of Affairs (attached) for all guarantors
- provide Aging accounts receivable and Aging accounts payable listings for December 2023 & YTD 2024 which is to be organized by invoice date, as well as identifying that the accounts payable listing confirms third party driver payables;
- provide up-to-date priority payable statements, including written evidence of Canada Revenue Agency assessments for HST and payroll for all the above companies.
- Annual list of lienable accounts payable including monies due to owner-operators, contract carriers, brokers, and all parties protected by deemed trust legislation of each fiscal year end; for all the above companies.
- Annual Accountant prepared confirmation of unfunded Capital Expenditures for the fiscal year, supported by applicable calculations for the borrower, of each fiscal year end; for all the above companies.
- Quality of Financial Reporting – Review Engagement required for SUHANNA FREIGHT SERVICES INC..
- We request this information by Jan 23rd given the defaults as per attachment Nontolerance Non waiver letter dated Dec 06, 2023

We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by such date or if another breach of the Agreement should occur.

If you have further questions or concerns please do not hesitate to contact me.

Thank you

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | GRM | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

Morgan, Hayley

From: D'Costa, Sharon (Sharon D'Costa) <sharon.dcosta@rbc.com>
Sent: Monday, January 22, 2024 3:07 AM
To: Randy Mann; shindermann@hotmail.com
Subject: RE: Notice of Default - 2815872 ONTARIO INC. - Urgent
Attachments: 2815872 Ont. Introduction.pdf; 2815872.pdf; PSOA format.pdf

Good day Randeep Mann and Satinderjit Mann,

Kindly provide the requested Items listed as per the attachment Nontolerance Non waiver letter dated Dec 11, 2023(attached).

Our recent review reveals that you are in default with excesses and over limits for your facilities.

In addition to the requested documents, kindly also provide the following for SUHANNA FREIGHT SERVICES INC., 2815872 ONTARIO INC and 2826466 ONTARIO INC. :

- Interims for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC. from Jan to Dec 2023 and Finalized Financials for the year ending Dec 2022 for all companies
- P & L statement for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC. for Dec 2023
- 13 weeks cashflow forecast for SUHANNA FREIGHT SERVICES INC. & 2815872 ONTARIO INC. & 2826466 ONTARIO INC.
- Complete the Personal statement of Affairs (attached) for all guarantors
- provide Aging accounts receivable and Aging accounts payable listings for December 2023 & YTD 2024 which is to be organized by invoice date, as well as identifying that the accounts payable listing confirms third party driver payables;
- provide up-to-date priority payable statements, including written evidence of Canada Revenue Agency assessments for HST and payroll for all the above companies.
- Annual list of lienable accounts payable including monies due to owner-operators, contract carriers, brokers, and all parties protected by deemed trust legislation of each fiscal year end; for all the above companies.
- Annual Accountant prepared confirmation of unfunded Capital Expenditures for the fiscal year, supported by applicable calculations for the borrower, of each fiscal year end; for all the above companies.
- Quality of Financial Reporting – Review Engagement required for SUHANNA FREIGHT SERVICES INC..
- We request this information by Jan 23rd given the defaults as per attachment Nontolerance Non waiver letter dated Dec 11, 2023

We retain all rights arising out of the default and reserve the right to demand payment of borrowings outstanding under the credit facilities if such default is not remedied by such date or if another breach of the Agreement should occur.

If you have further questions or concerns please do not hesitate to contact me.

Thank you

Kind Regards,

Sharon D'Costa | Senior Manager, Special Loans & Advisory Services | Royal Bank of Canada | GRM | Tel. 416-313-5009 | 20 King Street West, 2nd Floor Toronto, ON M5H 1C4 | E-mail:sharon.dcosta@rbc.com

This is **Exhibit "W"** referred to in
the Affidavit of Sharon D'Costa

Sworn this 25th

day of September, 2024.



.....
A Commissioner for Taking Affidavits



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (randy@suhannafreight.com)**

PERSONAL AND CONFIDENTIAL

2815872 Ontario Inc.
125 Fitzgerald Cres
Milton, ON L9T 5Y6

Attention: Randeep S. Mann

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of the sum of \$554,457.80, plus interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

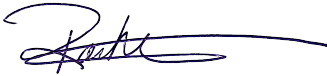
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)
SECTION 244**

PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL (randy@suhannafreight.com)

TO: 2815872 ONTARIO INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.

2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$1,007,466.29*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses

*Includes the amount of \$453,008.49 as primary debtor; and does not include USD\$18.29 as guarantor of the debts, liabilities and obligations owing by Suhanna Freight Services Inc.



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240914

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (randy@suhannafreight.com)**

PERSONAL AND CONFIDENTIAL

2815872 Ontario Inc.
125 Fitzgerald Cres
Milton, ON L9T 5Y6

Attention: Randeep S. Mann

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 2815872 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a credit facilities agreement dated December 9, 2022 between the Bank and the Company (the "**Credit Agreement**"), establishing a term loan facility (07512 71506696 001) in the amount of \$500,000.00 ("**Term Loan**").

We have been advised by the Bank that the Term Loan is delinquent for more than 74 days and failure by the Company to pay any principal, interest or other amount when due pursuant to the Credit Agreement constitutes an Event of Default entitling the Bank, to among other things, demand immediate repayment in full of the Term Loan.

We have been advised by the Bank that as at February 26, 2024, the Company is indebted to it as follows:

1. in respect of the Term Loan in the amount of \$453,008.49, comprising principal in the amount of \$442,794.38 and accrued interest to and including February 26, 2024 in the amount of \$10,214.11. Interest continues to accrue on the aforesaid principal amount in accordance with the terms of the Credit Agreement.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than March 8, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the

Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

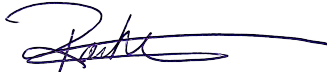
We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to the Company if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL (randy@suhannafreight.com)**

TO: 2815872 ONTARIO INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

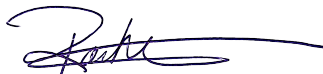
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023 executed by 2815872 Ontario Inc.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$1,007,466.29*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses

*Includes \$554,457.80 as guarantor of the debts, liabilities and obligations owing by Suhanna Freight Services Inc.



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

VIA REGULAR MAIL AND REGISTERED MAIL

PERSONAL AND CONFIDENTIAL

2826466 Ontario Inc.
401 – 989 Derry Rd East
Mississauga, ON L5T 2J8

Attention: Vibhu P. Annaswamy, Onkar S. Bagga and Surinder P. S. Ghumman

Dear Sir/Madam:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

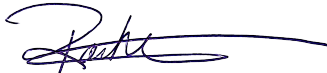
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: 2826466 ONTARIO INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

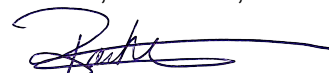
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$554,457.80, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240914

VIA REGULAR MAIL AND REGISTERED MAIL

PERSONAL AND CONFIDENTIAL

2826466 Ontario Inc.
401 – 989 Derry Rd East
Mississauga, ON L5T 2J8

Attention: Vibhu P. Annaswamy, Onkar S. Bagga and Surinder Ghumman

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 2815872 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Loan in the amount of \$453,008.49, comprising principal in the amount of \$442,794.38 and accrued interest to and including February 26, 2024 in the amount of \$10,214.11. Interest continues to accrue on the aforesaid principal amount in accordance with the terms of the Credit Agreement.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

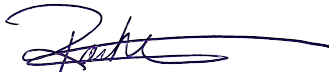
We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL AND ORDINARY MAIL**

TO: 2826466 ONTARIO INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

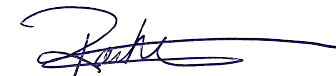
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$1,007,466.29*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses

*Includes \$554,457.80 as guarantor of the debts, liabilities and obligations owing by Suhanna Freight Services Inc.



Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com

Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240914

VIA REGULAR MAIL, REGISTERED MAIL AND EMAIL (randy@suhannafreight.com)

PERSONAL AND CONFIDENTIAL

Vibhu Prakash Annaswamy
2033 – 35 Viking Lane
Toronto, ON M9B 0A2

Vibhu Prakash Annaswamy
23 Newman Crt.
Brampton, ON L6S 5T1

Randeep S. Mann
125 Fitzgerald Cres.
Milton, ON L9T 5Y6

Randeep S. Mann
37 Mill St. E
Otterville, ON N0J 1R0

Onkar S. Bagga
122 Princess Margaret Blvd.
Toronto, ON M9B 2Z3

Surinder P. S. Ghumman
15 Ranger Cres.
Brampton, ON L6P 2J8

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 2815872 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Loan in the amount of \$453,008.49, comprising principal in the amount of \$442,794.38 and accrued interest to and including February 26, 2024 in the amount of \$10,214.11. Interest continues to accrue on the aforesaid principal amount in accordance with the terms of the Credit Agreement.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated February 6, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

cc: Royal Bank of Canada
Attn: Sharon D'Costa

Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

VIA REGULAR MAIL AND REGISTERED MAIL

PERSONAL AND CONFIDENTIAL

Onkar S. Bagga
122 Princess Margaret Blvd.
Toronto, ON M9B 2Z3

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the

security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

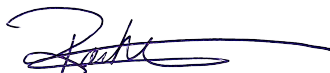
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated February 6, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

cc: Royal Bank of Canada
Attn: Sharon D'Costa



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (randy@suhannafreight.com)**

PERSONAL AND CONFIDENTIAL

Randeep Mann
125 Fitzgerald Street
Milton, ON L9T 5Y6

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

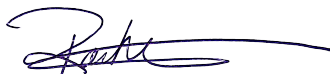
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated February 6, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

cc: Royal Bank of Canada
Attn: Sharon D'Costa



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (randy@suhannafreight.com)**

PERSONAL AND CONFIDENTIAL

Suhanna Freight Services Inc.
584 McGeachie Drive
Milton, ON L9T 3Y5

Suhanna Freight Services Inc.
125 Fitzgerald Cres
Milton, ON L9T 5Y6

Attention: Randeep Mann and Satinderjit Mann

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

We refer you to a credit facilities agreement dated December 14, 2022 between the Bank and the Company (the "**Credit Agreement**"), establishing, among other credit facilities: (i) a revolving demand facility in the amount of \$500,000.00 (Operating Loan) and ii) a Visa facility in the amount of \$50,000.00.

As you are no doubt aware, the indebtedness owing by the Company to the Bank in connection with the Operating Loan and the Visa Facility, established under the Credit Agreement, are repayable on demand.

We have been advised by the Bank that as at February 26, 2024, the Company is indebted to it as follows:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and

2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby advise you that the indebtedness owing to the Bank by the Company expressed above is hereby declared to be immediately due and payable. Accordingly, on behalf of the Bank, we hereby formally make demand upon the Company for payment by no later than March 8, 2024 of the amounts expressed above and all interest accruing thereon up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, we must advise you that the Bank reserves its rights to take such further steps as are necessary to recover the indebtedness and liabilities owing by the Company to the Bank, including, without limitation, the appointment of a receiver and manager of the property, assets and undertaking of the Company.

We further advise the Company that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to the Company if the Bank becomes aware of any matter which may impair its security. In addition, the Bank expressly reserves its rights not to make further advances to you or to honour any cheques drawn on the accounts maintained by you with the Bank. However, in the event the Bank, in its discretion, makes such advances or honours such cheques, such conduct shall not extend the time to make payment as set out herein or impose any obligation on the Bank to make further advances or honour further cheques and any additional indebtedness arising therefrom shall be immediately repayable to the Bank.

In addition, we refer you to an RBC Royal Bank Visa Card Agreement dated February 6, 2023 between the Bank and the Company ("**Visa Agreement**"). In accordance with section 21 of the Visa Agreement, you are hereby notified that the Visa Agreement will be terminated as of March 8, 2024 and as provided for in section 21(3) of the Visa Agreement, all amounts owing thereunder are due and payable on March 8, 2024.

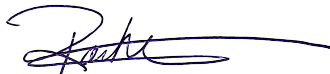
We further advise you that your Visa card privileges in respect of account numbers ending in 2604, 2661, 7980, 8012, 3772, 3921 will be cancelled effective March 8, 2024. You will not be entitled thereafter to charge these cards with any debt or obligation. Please cut all cards relating to these accounts in half and return them to us immediately.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the Bankruptcy and Insolvency Act (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your lawyers.

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in blue ink, appearing to read 'Rachel', with a long horizontal flourish extending to the right.

Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL (randy@suhannafreight.com)**

TO: SUHANNA FREIGHT SERVICES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

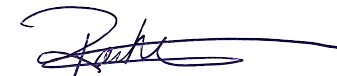
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023 executed by Suhanna Freight Services Inc.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$1,007,466.29*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses

*Includes \$453,008.49 as guarantor of the debts, liabilities and obligations owing to 2815872 Ontario Inc. and does not include USD\$18.29.



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240914

**VIA REGULAR MAIL AND REGISTERED MAIL
AND BY EMAIL (randy@suhannafreight.com)**

PERSONAL AND CONFIDENTIAL

Suhanna Freight Services Inc.
584 McGeachie Drive
Milton, ON L9T 3Y5

Suhanna Freight Services Inc.
125 Fitzgerald Cres
Milton, ON L9T 5Y6

Attention: Randeep S. Mann and Satinderjit Mann

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and 2815872 Ontario Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by the Company.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Term Loan in the amount of \$453,008.49, comprising principal in the amount of \$442,794.38 and accrued interest to and including February 26, 2024 in the amount of \$10,214.11. Interest continues to accrue on the aforesaid principal amount in accordance with the terms of the Credit Agreement between the Bank and the Company.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of the sum of \$453,008.49, plus interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

We enclose a Notice of Intention to Enforce Security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

Encl.

cc: Royal Bank of Canada
Attn: Sharon D'Costa

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*
SECTION 244**

**PERSONAL & CONFIDENTIAL
REGISTERED MAIL, ORDINARY MAIL AND EMAIL (randy@suhannafreight.com)**

TO: SUHANNA FREIGHT SERVICES INC., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:

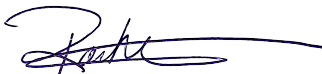
all personal property of the insolvent person, including, without limitation, all inventory, equipment, machinery, fixtures, book debts, contractual rights, monies, chattel paper, intellectual property and goodwill of the insolvent person, together with all proceeds, additions, accretions and substitutions therefor.
2. The security that is to be enforced is in the form of a General Security Agreement dated February 6, 2023.
3. The total amount of indebtedness secured by the security as at February 26, 2024 is \$1,007,466.29*, plus all legal and other expenses incurred by the secured creditor, which expenses are secured by the above-noted security.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, Ontario this 27th day of February, 2024.

ROYAL BANK OF CANADA

by its solicitors, FOGLER, RUBINOFF LLP

Per:



Rachel Moses

*Includes the amount of \$554,457.80 as primary debtor.

Fogler, Rubinoff LLP
Lawyers

77 King Street West
Suite 3000, PO Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
t: 416.864.9700 | f: 416.941.8852
foglers.com



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

VIA REGULAR MAIL AND REGISTERED MAIL

PERSONAL AND CONFIDENTIAL

Surinder P. S. Ghumman

15 Ranger Cres.
Brampton, ON L6P 2J8

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the

security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

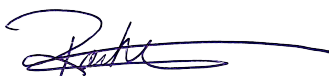
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated February 6, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

cc: Royal Bank of Canada
Attn: Sharon D'Costa



Lawyer: Rachel Moses
Direct Dial: 416.864.7627
E-mail: rmoses@foglers.com

February 27, 2024

Our File No. 240814

VIA REGULAR MAIL AND REGISTERED MAIL

PERSONAL AND CONFIDENTIAL

Vibhu P. Annaswamy
2033 – 35 Viking Lane
Toronto, ON M9B 0A2

Dear Sir:

Re: Royal Bank of Canada (the "Bank") and Suhanna Freight Services Inc. (the "Company")

We have been retained by the Bank in respect of the indebtedness owing to it by you.

As you are aware, you guaranteed all of the indebtedness and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Company to the Bank or remaining unpaid by the Company to the Bank under a guarantee and postponement of claim dated February 6, 2023.

As at February 26, 2024, the Company is indebted to the Bank in the following amounts:

1. in respect of the Operating Loan in the amount of \$510,923.80, comprising principal in the amount of \$507,176.25 and accrued interest to and including February 26, 2024 in the amount of \$3,747.55. Interest continues to accrue on the aforesaid principal amount at the Bank's prime rate plus 1.50% per annum; and
2. in respect of the Visa Cards ending in 2604, 2661, 7980, 8012, 3772, 3921, in the amounts of \$6,390.69, \$7,643.01, \$13,352.63, \$15,322.67. Interest continues to accrue on the aforesaid amount at the rate in effect from time to time in accordance with your Visa arrangements with the Bank.

We have also been advised by the Bank that the Company has overdraft positions in its Canadian and US accounts in the amounts of CDN\$825.00 and US\$18.24 which must be repaid.

On behalf of the Bank, we hereby formally make demand upon you for the payment by no later than March 8, 2024 of all of the amounts expressed above, all interest accruing thereon and under your guarantee and postponement of claim from the date hereof up until the date of payment in full and for all other amounts which the Company is liable for to the Bank in accordance with the

security delivered by the Company to the Bank, including, without limitation, legal fees on a full indemnity basis.

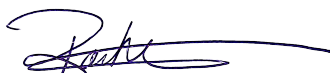
In the event payment is not made as requested, the Bank shall commence such legal proceedings it is entitled to commence against you in connection with your liabilities and obligations under the aforesaid guarantee and postponement of claim dated February 6, 2023.

We further advise you that the Bank expressly reserves its rights to take such further steps as are necessary at any time prior to March 8, 2024 without further notice to you if the Bank becomes aware of any matter which may impair its security.

If you wish to discuss this matter with us, please contact us immediately either directly or through your solicitor.

Yours truly,

FOGLER, RUBINOFF LLP



Rachel Moses
Partner
RM/hm

cc: Royal Bank of Canada
Attn: Sharon D'Costa

This is **Exhibit "X"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink that reads "Carolin".

.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: postmaster@suhannafreight.com
To: randy@suhannafreight.com
Sent: Tuesday, February 27, 2024 3:48 PM
Subject: Delivered: PERSONAL AND CONFIDENTIAL - Royal Bank of Canada and Suhanna Freight Services Inc.

You don't often get email from postmaster@suhannafreight.com. [Learn why this is important](#)

Your message has been delivered to the following recipients:

randy@suhannafreight.com (randy@suhannafreight.com)

Subject: PERSONAL AND CONFIDENTIAL - Royal Bank of Canada and Suhanna Freight Services Inc.

Morgan, Hayley

From: postmaster@suhannafreight.com
To: randy@suhannafreight.com
Sent: Tuesday, February 27, 2024 4:40 PM
Subject: Delivered: PERSONAL AND CONFIDENTIAL - Royal Bank of Canada and 2815872 Ontario Inc.

You don't often get email from postmaster@suhannafreight.com. [Learn why this is important](#)

Your message has been delivered to the following recipients:

randy@suhannafreight.com (randy@suhannafreight.com)

Subject: PERSONAL AND CONFIDENTIAL - Royal Bank of Canada and 2815872 Ontario Inc.

This is **Exhibit "Y"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink, appearing to read "Caroblin", is written over a dotted line.

.....
A Commissioner for Taking Affidavits

From: Michael Cohen <mcohen@michaelcohenlaw.ca>
Sent: Friday, March 8, 2024 10:32 AM
To: Moses, Rachel <rmoses@foglers.com>
Cc: Liu, Carol <cliu@foglers.com>
Subject: Re: RBC and 2815872 Ontario Inc.

You don't often get email from mcohen@michaelcohenlaw.ca. [Learn why this is important](#)

Hi Rachel,

I tried calling you twice but it rang once and went straight to voicemail after that.

Please give me a call when you can: 647-964-5818.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor
4950 Yonge Street, Suite 1202
Toronto, Ontario
M2N 6K1

Tel: (437) 290-6006 ext. 100
Fax: (647) 689-2019

www.michaelcohenlaw.ca

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On Thu, Mar 7, 2024 at 7:51 PM Michael Cohen <mcohen@michaelcohenlaw.ca> wrote:

Thanks Rachel. Will do.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor
4950 Yonge Street, Suite 1202
Toronto, Ontario
M2N 6K1

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

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On Thu, Mar 7, 2024 at 7:16 PM Moses, Rachel <rmoses@foglers.com> wrote:

Sure, please call my cell 647 968 5942 and we can patch Carol in.

If you have a proposal to repay, the Bank will require it in writing.



Rachel Moses
Partner
Fogler, Rubinoff LLP
Lawyers
[77 King Street West
Suite 3000](http://77 King Street West Suite 3000), P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7627
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: rmoses@foglers.com
foglers.com

From: Michael Cohen <mcohen@michaelcohenlaw.ca>

Sent: Thursday, March 7, 2024 2:46 PM

To: Moses, Rachel <rmoses@foglers.com>

Cc: Liu, Carol <cliu@foglers.com>

Subject: Re: RBC and 2815872 Ontario Inc.

You don't often get email from mcohen@michaelcohenlaw.ca. [Learn why this is important](#)

Hi Rachel,

How's 10:30am tomorrow? If that works, I will call you then.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor

[4950 Yonge Street, Suite 1202](#)

[Toronto, Ontario](#)

[M2N 6K1](#)

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

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On Thu, Mar 7, 2024 at 8:35 AM Moses, Rachel <rmoses@foglers.com> wrote:

Hi Michael,

I am available Friday, anytime after 9:30 a.m. Please copy Carol Liu on all communications as she is assisting on this file.



Rachel Moses
Partner
Fogler, Rubinoff LLP
Lawyers
[77 King Street West](#)
[Suite 3000](#), P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.864.7627
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: rmoses@foglers.com
foglers.com

From: Michael Cohen <mcohen@michaelcohenlaw.ca>
Sent: Wednesday, March 6, 2024 10:17 PM
To: Moses, Rachel <rmoses@foglers.com>
Subject: RBC and 2815872 Ontario Inc.

You don't often get email from mcohen@michaelcohenlaw.ca. [Learn why this is important](#)

Good evening Rachel,

I hope you're doing well.

I have recently been retained by Vibhu Annaswanmy, Onkar Bagga, and Surinder Ghumman in relation to the debts claimed by RBC in your letters dated February 27, 2024.

I note your letters have a deadline of March 8, 2024, being this Thursday. I won't be in a position to meet that deadline, but would like to arrange a time to speak with you about these matters.

Please let me know if you have any availability on Thursday or Friday of this week for a telephone call to discuss these matters further.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor

[4950 Yonge Street, Suite 1202](#)

[Toronto, Ontario](#)

[M2N 6K1](#)

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

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Before printing, please consider the environment.

Morgan, Hayley

From: Michael Cohen <mcohen@michaelcohenlaw.ca>
Sent: Monday, March 25, 2024 1:03 PM
To: Liu, Carol
Cc: Moses, Rachel
Subject: Re: RBC and 2815872 Ontario Inc. et al.
Attachments: Letter from RBC re Term Loan (Feb 27, 2024).pdf; Letter from RBC re Operating Loan and Credit Cards (Feb 27, 2024).pdf

Categories: Red category

Good afternoon counsel,

Rachel: attached please find the letters dated February 27, 2024, as requested. One of the letters deals with the Term Loan, which is addressed in the Credit Agreement among the documents Valentina sent me in her email on March 14, 2024. It does not address the Operating Loan or credit cards.

I do have instructions on a proposal from my clients. My clients are prepared to enter into a forbearance agreement, and have instructed me to propose the following terms:

- 1) an initial lump sum payment of \$20,000.00;
- 2) a further payment of \$300,000.00 paid monthly over the course of three (3) years; and
- 3) any funds recovered from the claim they intend to bring against Randeep Mann and Suhanna Freight Services Inc. will be directed to RBC to cover any outstanding balance owing as of that time.

Feel free to let me know if you'd like to discuss this further.

Carol: I do represent Mr. Ghummal, Mr. Bagga, and Mr. Annaswamy in relation to guarantees provided over indebtedness to RBC. However, the only documentation I have is in relation to the indebtedness of 2815872 Ontario Inc. If there are separate documents and guarantees for a separate indebtedness of Suhanna Freight Services Inc., please forward them to my attention. My clients intend to proceed with a claim against Mr. Randeep Mann and Suhanna Freight Services Inc., as indicated above, and those documents will be relevant to that action.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor
4950 Yonge Street, Suite 1202
Toronto, Ontario
M2N 6K1

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

www.michaelcohenlaw.ca

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On Mon, Mar 25, 2024 at 10:34 AM Liu, Carol <cliu@foglers.com> wrote:

Hi Michael,

Further to Rachel's email below, please advise if you also act for the individuals Vibhu Annaswanmy, Onkar Bagga, and Surinder Ghumman in relation to the guarantees they provided for the indebtedness of Suhanna Freight Services Inc. owing to RBC.



Carol Liu
Fogler, Rubinoff LLP
Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8
Direct: 416.849.4150
Main: 416.864.9700
Toll Free: 1.866.861.9700
Fax: 416.941.8852
Email: cliu@foglers.com
foglers.com

From: Moses, Rachel <rmoses@foglers.com>
Sent: Monday, March 25, 2024 10:11 AM
To: Michael Cohen <mcohen@michaelcohenlaw.ca>
Cc: Liu, Carol <cliu@foglers.com>
Subject: Re: RBC and 2815872 Ontario Inc. et al.

Michael,

The Bank requires a response as to whether your clients will enter into a forbearance agreement. Demands have expired and the matter needs to be moved on. Please advise by end of day tomorrow.

Demands were issued based on a term facility as reflected in the demand letter. Please send me the letter dated February 27, 2024 as referred to in your email below.

Rachel Moses

Partner

Fogler, Rubinoff LLP

Lawyers

Direct: 416-864-7627

On Mar 25, 2024, at 8:01 AM, Michael Cohen <mcohen@michaelcohenlaw.ca> wrote:

You don't often get email from mcohen@michaelcohenlaw.ca. [Learn why this is important](#)

Good morning Rachel and Valentina,

I note that the documents forwarded to me back on March 14 contained a Credit Agreement relating to the \$500,000.00 term loan. However, it did not deal with the Operating Loan nor Visa Cards ending in 2604, 2661, 7980, 8012, 3772, or 3921 as identified in your letter to Mr. Ghumman dated February 27, 2024.

Can you please forward any agreements related to the Operating Loan and Visa Statements?

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor

4950 Yonge Street, Suite 1202

Toronto, Ontario

M2N 6K1

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

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On Thu, Mar 14, 2024 at 11:46 AM Galvis, Valentina <vgalvis@foglers.com> wrote:

Hi Michael,

I have attached a zip folder with all the documents that Rachel listed below.

Thank you,

fogler
rubinoff

Valentina Galvis
Fogler, Rubinoff LLP
Direct: 416.864.7626
foglers.com

This is **Exhibit "Z"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.

A handwritten signature in blue ink that reads "Carolin".

.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: Michael Cohen <mcohen@michaelcohenlaw.ca>
Sent: Friday, May 10, 2024 11:14 AM
To: Liu, Carol
Cc: Moses, Rachel
Subject: Re: RBC and 2815872 Ontario Inc. et al.

Good morning Carol,

I just tried calling you and left a voicemail. I have instructions from my client but would like to speak with you quickly about this.

Let me know when you have some time for a quick chat.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor
4950 Yonge Street, Suite 1202
Toronto, Ontario
M2N 6K1

Tel: (437) 290-6006 ext. 100
Fax: (647) 689-2019

www.michaelcohenlaw.ca

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On Wed, May 8, 2024 at 10:58 AM Michael Cohen <mcohen@michaelcohenlaw.ca> wrote:
Hi Carol,

Apologies. I was out of town last week, and inundated with hearings and examinations the past 2 days.

I will try to contact my clients and get back to you by the end of this week.

Sincerely,

Michael Cohen, J.D., BSc

Michael Cohen, Barrister & Solicitor
4950 Yonge Street, Suite 1202
Toronto, Ontario
M2N 6K1

Tel: (437) 290-6006 ext. 100

Fax: (647) 689-2019

www.michaelcohenlaw.ca

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On Tue, May 7, 2024 at 10:37 AM Liu, Carol <cliu@foglers.com> wrote:

Hi Michael, please advise if you have instructions to accept service of the receivership materials.



Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

From: Liu, Carol
Sent: Monday, May 6, 2024 10:37 AM
To: Michael Cohen <mcohen@michaelcohenlaw.ca>
Cc: Moses, Rachel <rmoses@foglers.com>
Subject: RE: RBC and 2815872 Ontario Inc. et al.

Hi Michael,

We have not heard from you regarding your clients' consent to a consultant's appointment. The Bank has instructed us to prepare application materials for the appointment of a receiver over the Companies and a claim against all guarantors pursuant to the applicable guarantees.

In the interim, the Bank reserves its rights and remedies.



Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

From: Liu, Carol
Sent: Tuesday, April 30, 2024 12:27 PM
To: Michael Cohen <mcohen@michaelcohenlaw.ca>
Cc: Moses, Rachel <rmoses@foglers.com>
Subject: RE: RBC and 2815872 Ontario Inc. et al.

Hi Michael,

We have now received instructions from the Bank regarding the proposal dated March 25, 2024. The proposal is not acceptable to the Bank. Among other things, the Bank is not prepared to wait for 3 years to get paid.

Given the ongoing lack of financial reporting which has persisted since fiscal year end of 2022, the Bank wants to appoint a professional of the Bank's choice to act as a consultant over Suhanna Freight Systems Inc, 2815872 Ontario Inc. and 2826466 Ontario Inc. (the "**Companies**") Note that 2826466 Ontario Inc. is relevant because: a) it is liable to RBC as a guarantor, pursuant to the attached two guarantees and postponements of claim for the indebtedness of the other two companies that are direct borrowers and b) its three directors are your three individual clients.

The terms of the consultant's appointment are: The professional costs incurred by the consultant will form part of the total indebtedness owing to the Bank. The appointment and engagement of a consultant are subject to terms and provisions acceptable to the Bank in its sole and absolute discretion for the purposes of, among other things, reviewing and assessing the financial performance of the Companies and any and all financial and other reports relating to the Companies. The consultant's fees shall form part of the indebtedness owing by the Companies to RBC. The Companies agree to fully cooperate with the consultant so the consultant can fulfill its mandate.

Please seek instructions from your clients as to whether they consent to the appointment of the consultant. We look forward to hearing from you by **this Friday May 3**.



Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

This is **Exhibit "AA"** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Court File No.



**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

SURINDER GHUMMAN, ONKAR BAGGA, VIBHU ANNASWAMY, AND 2826466 ONTARIO INC.

Plaintiffs

AND

RANDEEP MANN and SUHANNA FREIGHT SERVICES INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

Issued by
Local registrar

Address of
court office
.....

TO: **RANDEEP MANN**
37 Mill St. E

Otterville, Ontario

N0J 1R0

The Defendant

AND TO: **SUHANNA FREIGHT SERVICES INC.**

125 Fitzgerald Crescent

Milton, Ontario

L9T 5Y6

The Defendant

CLAIM

1. The Plaintiff claims against the Defendant:

- a. A declaration that the Guarantees (as defined herein) are void *ab initio* as against the Plaintiffs;
- b. In addition and in the alternative, general damages for breach of contract, fraud, misrepresentation, fraudulent misrepresentation, conversion, in the amount of \$1,235,842.37;
- c. In addition and in the further alternative, general damages for breach of contract, fraud, misrepresentation, fraudulent misrepresentation, conversion, in the amount of \$229,201.08;
- d. Pre-judgment and post-judgment interest in accordance with the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- e. Costs of this action on a solicitor-client basis; and
- f. Such further and other relief as this Honourable court deems just.

The Parties

2. The Plaintiff, Surinder Ghumman (“Surinder”), is an individual residing in the City of Mississauga, in the Province of Ontario.
3. The Plaintiff, Vibhu Annaswamy (“Vibhu”), is an individual residing in the City of Toronto, in the Province of Ontario.

4. The Plaintiff, Onkar Bagga (“Onkar”), is an individual residing in the City of Toronto, in the Province of Ontario.
5. The Plaintiff, 2826466 Ontario Inc. (“466 Ontario”), is a corporation incorporated by Surinder, Onkar, and Vibhu to acquire shares in the Defendant, Suhanna Freight Services Inc., and has its head office in the City of Mississauga, in the Province of Ontario.
6. The Defendant, Randeep Mann (“Randeep”), is an individual residing in the Village of Otterville, in the Province of Ontario, and has at all material times been a director and controlling mind of the Defendant, Suhanna Freight Services Inc.
7. The Defendant, Suhanna Freight Services Inc. (“SFS”), is a corporation operating as a logistics and transportation company, and has its head office in the City of Milton, in the Province of Ontario.

Background

8. On or about April 2021, Surinder, Vibhu and Onkar (collectively hereinafter referred to as the “Personal Plaintiffs”) entered into discussions with Randeep about their becoming shareholders, and assisting in the operations, of SFS.
9. In order for the Personal Plaintiffs to become shareholders in SFS, it was necessary for either Randeep or SFS to buy-back the outstanding shares in SFS that were held by two (2) other shareholders, M. Daljit Khaira (“Mr. Khaira”), and Mr. Jaskaran Deol (“Mr. Deol”). Each of Randeep, Mr. Khaira, and Mr. Deol held a 33.33% interest in SFS.
10. The Personal Plaintiffs and Randeep verbally discussed and agreed that the funds required to buy-back the shares held by Mr. Khaira and Mr. Deol would be provided two (2) ways. One part would be comprised of \$140,000.00 advanced by the Personal Plaintiffs through a corporation they would incorporate, for which the parties would enter into a Memorandum of Understanding (“MOU”), and which money would be used directly by Randeep to buy-back the outstanding shares of either Mr. Kahira or Mr. Deol.

11. The second part of the funds required to buy-back the remaining outstanding shares in SFS would be obtained by way of a term loan advanced by a bank to either Randeep or SFS directly, and guaranteed by the Personal Plaintiffs and Randeep.
12. At all material times the Personal Plaintiffs understood that they were advancing funds, and guaranteeing a loan, in exchange for their becoming shareholders in, and being involved in the operations of, SFS.

The Memorandum of Understanding

13. On or about March 20, 2021, the Personal Plaintiffs, in their capacity as investors, and Randeep, in his capacity as a representative of SFS, entered into the MOU, the purpose of which was, among other things:
 - a. To agree and initiate steps on the proposed funding to Suhanna Freight Services Inc. by the new investors;
 - b. To agree on the structure of the investment deal by the investors into Suhanna through its Holding company 28158172 Ontario Inc.; and
 - c. To agree and initiate the introduction of the new management into Suhanna with the corresponding new roles and salaries for Pal, Onkar, Vibhu, and Randeep.
14. Pursuant to the MOU:
 - a. The Personal Plaintiffs agreed to provide funds of \$140,000.00 to Randeep's lawyer in trust;
 - b. Randeep, on behalf of SFS, agreed to execute a promissory note and keep on lien on assets of SFS in respect of the loan from the Personal Plaintiffs;
 - c. Randeep will buy-back Mr. Khaira's shares in SFS for a payment of \$140,000.00, plus \$500,000.00 in repayment of loans advanced by Mr. Kahira to SFS;
 - d. 28158172 Ontario Inc., a holding company owned by Randeep and the parent company of SFS, will have its ownership structure amended to reflect a 60% ownership interest for Randeep and 40% ownership interest for the Personal Plaintiffs;

- e. 28158172 Ontario Inc. will apply for a term loan of \$500,000.00 CAD, to be used to acquire the remaining outstanding shares in SFS, and a line of credit of \$1,000,000.00 for continued operations of SFS; and
 - f. The MOU was valid until April 30, 2021.
15. Although the transaction could not be completed by April 30, 2021, the Personal Plaintiffs and Randeep agreed to proceed with the transaction anyway on the same terms as contained in the MOU.
16. In or about June 2021, the Personal Plaintiffs, through 466 Ontario, provided \$140,000.00 to Randeep's lawyer in trust.
17. On or about June 17, 2021, on behalf of SFS and in accordance with the provisions of the MOU, Randeep executed a Promissory Note to repay 466 Ontario the sum of \$140,000.00 by no later than July 30, 2021 (the "Promissory Note"). The Promissory Note further provided that:
- a. The loan was to be secured against all movable assets registered in the name of SFS that is free of any encumbrances;
 - b. Until the Promissory Note is paid in full, SFS granted 466 Ontario a security interest in the collateral, being all movable assets registered in the name of SFS that is free of any encumbrances; and
 - c. Failure by Randeep or SFS to repay the sum amounts due and owing under the promissory note on the due date would result in all outstanding balances being subject to twenty-four percent (24%) annual interest.
18. The Personal Plaintiffs state that it was at all material times their belief that the Promissory Note was a form of security for repayment of the \$140,000.00 in the event that shares in SFS were not transferred to them, but would become null and void upon their receipt of the shares in SFS. The Promissory Note did not create a separate stand-alone obligation for either Randeep or SFs apart from those in the MOU.

19. After the sum of \$140,000.00, and in accordance with the MOU, Onkar was onboarded to SFS to take over the day-to-day financials and bookkeeping duties.
20. On or about December 9, 2022, Randeep on behalf of 2815872 Ontario Inc., applied and was approved for a non-revolving term loan in the amount of \$500,000.00 (the “Term Loan”). Pursuant to the terms of the MOU, the Term Loan was to form part of the finances utilized by Randeep to buy-back the outstanding shares in SFS.
21. In or about February 2023, Randeep on behalf of 2815872 Ontario Inc., applied for and was approved for an Operating Loan in the amount of \$500,000.00 (the “Operating Loan”), as well as various Visa Cards ending in 2604, 2661, 7980, 8012, 3772, and 3921, respectively, to be used for the continued operations of SFS, as contemplated by the MOU.
22. As a term of RBC providing the Term Loan, Operating Loan, and Credit Cards, each of the Personal Plaintiffs, Randeep and 466 Ontario, agreed to, and did in fact, execute a Guarantee and postponement of claim in favour of RBC relating to the Term Loan (the “Guarantee”).
23. In entering into their respective Guarantees on behalf of both themselves and 466 Ontario, the Personal Plaintiffs relied entirely on the representations by Randeep that they would each become shareholders in SFS, and would be personally involved in the operations of SFS going forward.

Breach of the Agreements by the Defendants

24. The Plaintiffs state, and the fact is, that the Defendants committed a number of breaches of the terms of both the MOU and Promissory Note.
25. Pursuant to the terms of the MOU, the funds of \$140,000.00 advanced by the Plaintiffs was to be used to buy-back outstanding shares issued in SFS, which were then to be distributed amongst Randeep and the Personal Plaintiffs. The Plaintiffs state, and the fact is, that they did provide the sum of \$140,000.00 to the Defendants.

26. The Plaintiffs state that the Defendants paid the \$140,000.00 to SFS's existing shareholders, or one of them, to re-acquire the shares in SFS held by that shareholder.
27. However, at no time did the Defendants take any steps to issue any shares in SFS to any of the Plaintiffs.
28. In addition, and in the alternative, pursuant to the terms of the MOU, the Defendants were to use the funds obtained from the Term Loan obtained through RBC to buy-back outstanding issued shares in SFS from the then existing shareholders, which shares were to be distributed amongst Randeep and the Personal Plaintiffs.
29. Again, at no time did the Defendants take any steps to issue and shares in SFS to any of the Plaintiffs.
30. Instead, the Plaintiffs plead, and the fact is, that Randeep simply took the \$140,000.00 obtained from the Personal Plaintiffs, the funds from the Term Loan, and the funds from the Operating Loan, and simply distributed them amongst himself and the other shareholders of SFS.
31. The Defendants stopped remitting payments relating to any of the loans or other forms of credit advanced by RBC as of November 2023, and has made no payments at all since then.
32. Contrary to the provisions of the MOU, at no time were Surinder or Vibhu brought in to SFS in management roles, nor any other role or position of any kind with SFS, nor were any of the Personal Plaintiffs paid any salary from SFS as contemplated by the MOU.
33. In addition to the above, the Defendants breached the terms of the Promissory Note by failing to repay the balance of \$140,000.00 by the due date of July 30, 2021, or any date since then.
34. Further, and in direct contravention to the terms of the Promissory Note, at no time did either of the Defendants take any steps to provide the Plaintiffs any security whatsoever for the loan of \$140,000.00. The Defendants were required to provide a security over all movable assets registered in the name of SFS that is free of any encumbrances.

35. The Plaintiffs state, and the fact is, that the MOU providing for the Personal Plaintiffs being involved in the continued operations of SFS. Nevertheless, Randeep continued operating SFS on his own and without the involvement of the Personal Plaintiffs. In doing so, Randeep depleted the funds advanced by RBC as part of the Operating Loan, and accrued significant arrears with other commercial entities including but not limited to a debt of \$267,395.29 owing to TPine Leasing Capital Corporation.

Conversion

36. The Plaintiffs plead that Randeep converted the sum of \$140,000.00 provided by them to be used to buy-back shares in SFS for his personal use, and the use of his then existing shareholders.

37. Instead of using the funds to buy-back shares in SFS, Randeep simply distributed the \$140,000.00 amongst himself and his then existing shareholders to be used by them.

38. The Plaintiffs state that the Defendants are liable for conversion in the amount of \$140,000.00.

Fraud and Misrepresentation

39. The Plaintiff state, and the fact is, that they relied on the representations and conduct of Randeep in entering into the Guarantees with RBC, and in advancing funds in the amount of \$140,000.00 to the Defendants.

40. Specifically, the Plaintiffs relied on the Defendants representations that, among other things:

- a. The funds obtained by the Defendants would be utilized to buy-back outstanding issued shares in SFS;
- b. The shares bought-back by the Defendants would then be issued to the Plaintiffs, making them shareholders in SFS; and
- c. That the Personal Plaintiffs would be given positions within SFS and would be directly involved in the operations of SFS going forward.

41. Instead, despite adhering to their obligations under the MOU, the Plaintiffs received none of the benefits represented to them by the Defendants.

42. The Plaintiffs state, and the fact is, that they relied on the representations of the Defendants to their detriment. Specifically, among other things:

- a. The Plaintiffs paid the sum of \$140,000.00 that they ought to have been repaid, but never have been; and
- b. The Plaintiffs are liable to RBC under the Guarantees for the Term Loan, Operating Loan, and other credit advanced by RBC to the Defendants and/or either one of them.

43. The Plaintiffs state that, despite his representations, the Defendants never had any intention of making the Plaintiffs, or any one of them, shareholders in SFS. It was at all material times Randeep's intention to use the Plaintiffs to obtain funds to buy-back shares in SFS for himself, and to continue to run SFS on his own, for his own benefit.

44. The Defendants or, in the alternative, Randeep, knew that the Plaintiffs would receive no benefit whatsoever in exchange for the provision of funds and their Guarantees. The Plaintiffs relied on the representations and conduct of the Defendants or, in the alternative, Randeep, in entering into the MOU, and Guarantees.

The RBC Agreements

45. The Plaintiffs state, and the fact is, that they are only liable to RBC under the Guarantees.

46. The Plaintiffs only provided the Guarantees because of the fraudulent conduct and representations made to them by the Defendants or, in the alternative, by Randeep alone.

47. The Plaintiffs state that, but for the fraudulent conduct and representations of Randeep, they would not have entered into the Guarantees, or any documents relating to the Term Loan, Operating Loan, or any other agreements with RBC.

48. The Plaintiffs state that the Guarantees are void *ab initio* as against them, and enforceable only against the Defendants.

49. In the alternative, if the Guarantees are not void *ab initio* as against them, which is not admitted but expressly denied, that the Defendants should indemnify them for any amounts they are required to pay to RBC under the Guarantees.

Damages

50. The Plaintiffs state that, in light of the Defendants' fraudulent conduct and representations to the Personal Plaintiffs, which directly led to their entering into the Guarantees, the Guarantees are *void ab initio*.

51. The Plaintiffs have not been provided shares in SFS, nor repaid the sum of \$140,000.00 under the MOU and/or Promissory Note. To date, interest has accrued under the Promissory Note in the amount of \$89,201.08.

52. The Plaintiffs plead that, in the alternative if the Guarantees are not *void ab initio*, they are entitled to be compensated for the full indebtedness to RBC, in the amount of \$1,235,842.37.

53. In the further alternative, the Plaintiffs plead that they are entitled to repayment of the sum advanced under the MOU and Promissory Note in the amount of \$140,000.00, plus applicable interest to date, for a total of \$229,201.08.

54. The Plaintiff states that this action should be tried in the City of Toronto, in the Province of Ontario.

March 26, 2024

**Michael Cohen, Barrister &
Solicitor**

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M2N 6K1

Michael Cohen

(LSO #: 61445P)

Tel: (437) 290-6006 x 100

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Lawyers for the Plaintiffs

GHUMMAN et al.
Plaintiffs

AND

RANDEEP MAN et al.
Defendants

Court File No.

ONTARIO

**SUPERIOR COURT OF
JUSTICE**

Proceeding commenced at
MILTON

STATEMENT OF CLAIM

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BARRISTER & SOLICITOR**
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61445P

Tel (437) 290-6006 x 100
Email:
mcohen@michaelcohenlaw.ca

Lawyers for the Plaintiffs

This is **Exhibit “BB”** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th

day of September, 2024.



.....
A Commissioner for Taking Affidavits

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Lawyers

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Lawyer: Carol Liu
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May 28, 2024

Our File No. 240814

VIA REGULAR MAIL, REGISTERED MAIL & EMAIL (randy@suhannafreight.com)

Suhanna Freight Services Inc.
584 McGeachie Drive
Milton, ON L9T 3Y5

Suhanna Freight Services Inc.
125 Fitzgerald Crescent
Milton, ON L9T 5Y6

Attention: Randeep Mann and Satinderjit Mann

Dear Sirs:

Re: Royal Bank of Canada and Suhanna Freight Services Inc.

We are the solicitors for Royal Bank of Canada.

Reference is made to subsection 46(6) of the *Personal Property Security Act* (Ontario). In accordance with the provisions of the aforesaid subsection, enclosed please find copies of the financing change statements registered in connection with file numbers 505248291 and 505248327.

Yours truly,

FOGLER, RUBINOFF LLP

A handwritten signature in blue ink that reads "Carol Liu".

Carol Liu
CL/hm
Encl.

Account No. (if applicable)/N° de compte (si pertinent) Registration Account Code/Code du compte d'enregistrement

Financing Change Statement/Change Statement
État de modification du financement/État de modification

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33 Business Debtor (as recorded) / Débiteur commercial (tel qu'inscrit) SUHANNA FREIGHT SERVICES INC. Ontario Corporation No. / N° matricule de la personne morale en Ontario

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77 KING STREET WEST, SUITE 3000
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1C 1 06 SUHANNA FREIGHT SERVICES INC.
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1C 1 07 MILTON ON L9T 3Y5
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1C 1 09 36 YORK MILLS ROAD, 4TH FLOOR
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33 Business Debtor (as recorded) / Débiteur commercial (tel qu'inscrit): SUHANNA FREIGHT SERVICES INC.

First Given Name / Premier prénom Initial / Initiale Surname / Nom de famille
Ontario Corporation No. / N° matricule de la personne morale en Ontario

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1C 1 10 CONS GOODS/BIENS CONS: INVTRY/STOCK: EQUIP/MATER: X
1C 1 10 ACCTS/COMPT: OTHER/AUTRE: X MV INCL/VA INCLUS: X
1C 1 10 AMOUNT/MONTANT: DATE OF MATURITY/DATE ECHEANCE:
1C 1 10 NO FIXED MAT DATE/D ECHE PAS DET:
1C 1 11 2023 VANGUARD DRY VAN 5V8VC5322PM303479
1C 1 12 2018 FREIGHTLINER CASCADIA 3AKJHHDROJSJW5189
1C 1 16 FOGLER, RUBINOFF LLP (J. NENONEN)
1C 1 17 77 KING STREET WEST, SUITE 3000
1C 1 17 TORONTO ON M5K 1G8

*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***

Account No. (if applicable) / N° de compte (si pertinent) Registration Account Code / Code du compte d'enregistrement

Financing Change Statement / Change Statement
État de modification du financement / État de modification

2024/05/09 130 02896
AVSSYS 1902B20240509M

Registration No. (for office use only) / N° d'enregistrement (usage interne)
YYYY/AAAA MM/MM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence



Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form
Formule 3C

10553(03/95)

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31 Reference File Number / N° de dossier de référence: 505248327
Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée (C)
Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

32 Individual Debtor (as recorded) / Débiteur particulier (tel qu'inscrit)
First Given Name / Premier prénom Initial / Initiale Surname / Nom de famille

33 Business Debtor (as recorded) / Débiteur commercial (tel qu'inscrit): SUHANNA FREIGHT SERVICES INC.
Ontario Corporation No. / N° matricule de la personne morale en Ontario

08/16 Secured Party / Lien Claimant / Registering Agent / Créancier garanti / Créancier privilégié / Agent d'enregistrement

Address / Adresse City, etc / Ville, etc Prov. / Prov. Postal Code / Code postal

09/17

Authorized Signature / Signature autorisée

Name and Signature of Secured Party / Lien Claimant OR Name of Secured Party / Lien Claimant AND Name and Signature of Agent of Secured Party / Lien Claimant / Nom et signature du créancier garanti / créancier privilégié OU Nom du créancier garanti / créancier privilégié ET nom et signature de l'agent du créancier garanti / créancier privilégié.

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77 KING STREET WEST, SUITE 3000
TORONTO ON M5K 1G8

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Form Type / Type de formule	Page / Page	Line / Ligne	Description	Page / Page	OF / DE	Total Pages / Nombre de pages	*Expiry Date / *Date d'expiration
				2		4	2025/05/09
4C	2	00	505248327				
4C	2	01	PAGE: 2 OF/DE: 4				
			REG NUM/NO ENREGIST: 20240509 1433 1902 7893				
4C	2	41	2018 FREIGHTLINER				
			CASCADIA				3AKJHHDR1JSJU0253
4C	2	42	2018 FREIGHTLINER				
			CASCADIA				3AKJHHDR7JSJW5190
4C	2	43	2020 GREAT DANE				
			DRY VAN				1GR1P0624LT214667
4C	2	44	2020 GREAT DANE				
			DRY VAN				1GR1P0622LT214666
4C	2	45	2020 GREAT DANE				
			DRY VAN				1GR1P0627LT214663
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			DRY VAN				1GR1P0628LT214672
4C	2	48	2020 GREAT DANE				
			DRY VAN				1GR1P0626LT214671
4C	2	49	2020 GREAT DANE				
			DRY VAN				1GR1P0624LT214670
4C	2	50	2020 GREAT DANE				
			DRY VAN				1GR1P0626LT214668
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			DRY VAN				1GR1P0628LT214669
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			DRY VAN				2M592161XL1192316
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4C	2	56	2020 FREIGHTLINER				
			CASCADIA				1FUJHHDR2LLKW3090

*** VERIFY IMMEDIATELY UPON RECEIPT / VERIFIEZ IMMEDIATEMENT VOTRE AVIS ***

Financing Change Statement / Change Statement
État de modification du financement / État de modification

2024/05/09 130 02897
 AVSSYS 1902B20240509M

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Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form **3C**
 Formule **3C**

10553(03/95)

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31 Reference File Number / N° de dossier de référence: **505248327** Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée (C) Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

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33 Business Debtor (as recorded) / Débiteur commercial (tel qu'inscrit): **SUHANNA FREIGHT SERVICES INC.** Ontario Corporation No. / N° matricule de la personne morale en Ontario

08/16 Secured Party / Lien Claimant / Registering Agent / Créancier garanti / Créancier privilégié / Agent d'enregistrement

Address / Adresse City, etc. / Ville, etc. Prov. / Prov. Postal Code / Code postal

09/17

Authorized Signature / Signature autorisée

Name and Signature of Secured Party / Lien Claimant OR Name and Signature of Secured Party / Lien Claimant AND Name and Signature of Agent of Secured Party / Lien Claimant / Nom et signature du créancier garanti / créancier privilégié OU Nom du créancier garanti / créancier privilégié ET nom et signature de l'agent du créancier garanti / créancier privilégié

FOGLER, RUBINOFF LLP (J. NENONEN)
77 KING STREET WEST, SUITE 3000
TORONTO ON M5K 1G8

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4C	3	00	505248327				
4C	3	01	PAGE: 3 OF/DE: 4				
4C	3	41	2019 FREIGHTLINER	CASCADIA			1FUJHHDR8KLKH7876
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4C	3	45	2017 FREIGHTLINER	CASCADIA			1FUJGLDR1HLHT0936
4C	3	46	2021 VOLVO	VVN			4V4NC9EH5MN265610
4C	3	47	2023 VANGUARD	VXP			5V8VC5322PT309398
4C	3	48	2023 VANGUARD	VXP			5V8VC5326PT309405
4C	3	49	2023 VANGUARD	VXP			5V8VC5324PT309385
4C	3	50	2023 VANGUARD	VXP			5V8VC5323PT309393
4C	3	51	2023 VANGUARD	VXP			5V8VC5329PT309379
4C	3	52	2023 VANGUARD	VXP			5V8VC5325PT309380
4C	3	53	2023 VANGUARD	VXP			5V8VC5325PT309377
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4C	3	55	2023 VANGUARD	VXP			5V8VC5325PM303461
4C	3	56	2023 VANGUARD	VXP			5V8VC5329PM303477

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Financing Change Statement / Change Statement
État de modification du financement / État de modification

2024/05/09 130 02898
 AVSSYS 1902B20240509M

Registration No. (for office use only) / N° d'enregistrement (usage interne)

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Ministry of Consumer and Business Services / Ministère des Services aux Consommateurs et aux Entreprises

Form **3C**
 Formule

10553(03/95)

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08/16 Secured Party / Lien Claimant / Registering Agent / Créancier garanti / Créancier privilégié / Agent d'enregistrement

Address / Adresse City, etc. / Ville, etc. Prov. / Prov. Postal Code / Code postal

09/17

Authorized Signature / Signature autorisée

Name and Signature of Secured Party / Lien Claimant OR Name and Signature of Secured Party / Lien Claimant AND Name and Signature of Agent of Secured Party / Lien Claimant / Nom et signature du créancier garanti / créancier privilégié OU Nom du créancier garanti / créancier privilégié ET nom et signature de l'agent du créancier garanti / créancier privilégié

FOGLER, RUBINOFF LLP (J. NENONEN)
 77 KING STREET WEST, SUITE 3000
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4C	4	01	PAGE: 4 OF/DE: 4	REG NUM/NO ENREGIST:	20240509	1433	1902 7893
4C	4	41	2016 VANGUARD	VXP			5V8VC532XGM600452
4C	4	42	2015 VANGUARD	VXP			5V8VC5322FM509819
4C	4	43	2019 KENWORTH	CON			1XKYD49X3KJ949493

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This is **Exhibit "CC"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: Microsoft Outlook
<MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@foglers.com>
To: randy@suhannafreight.com
Sent: Wednesday, May 29, 2024 2:28 PM
Subject: Undeliverable: Royal Bank of Canada and Suhanna Freight Services Inc.

Delivery has failed to these recipients or groups:

randy@suhannafreight.com (randy@suhannafreight.com)

Your message couldn't be delivered. Despite repeated attempts to contact the recipient's email system it didn't respond.

Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin that it appears that their email system isn't accepting connection requests from your email system. Give them the error details shown below. It's likely that the recipient's email admin is the only one who can fix this problem.

For more information and tips to fix this issue see this article:
<https://go.microsoft.com/fwlink/?LinkId=389361>.

Diagnostic information for administrators:

Generating server: YT1PR01MB9084.CANPRD01.PROD.OUTLOOK.COM
Total retry attempts: 4

randy@suhannafreight.com

Remote server returned '550 5.4.300 Message expired -> 451 4.4.4 Mail received as unauthenticated, incoming to a recipient domain configured in a hosted tenant which has no mail-enabled subscriptions. ATTR5 [QB1PEPF00004E0C.CANPRD01.PROD.OUTLOOK.COM 2024-05-29T18:13:49.376Z 08DC8008C6FB8EB5]'

Original message headers:

Received: from YQBPR0101MB5343.CANPRD01.PROD.OUTLOOK.COM
(2603:10b6:c01:41::16) by YT1PR01MB9084.CANPRD01.PROD.OUTLOOK.COM
(2603:10b6:b01:cf::6) with Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.7633.19; Wed, 29 May
2024 16:39:59 +0000
Received: from YT2PR01MB5840.CANPRD01.PROD.OUTLOOK.COM (2603:10b6:b01:58::5)
by YQBPR0101MB5343.CANPRD01.PROD.OUTLOOK.COM (2603:10b6:c01:41::16) with
Microsoft SMTP Server (version=TLS1_2,
cipher=TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384) id 15.20.7633.19; Wed, 29 May
2024 05:34:23 +0000



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This is **Exhibit "DD"** referred to
in the Affidavit of Sharon D'Costa
Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

From: Marcello Masi <mmasi@tfgfinancial.com>
Sent: Tuesday, July 9, 2024 2:35 PM
To: Nenonen, Jen <jnenonen@foglers.com>
Cc: Katherine Garay <kgaray@tfgfinancial.com>
Subject: FW: 2020 PETERBILT 579 S/N: 1XPBDP9X9LD674536 RBC third party lien....2nd request....
Importance: High

You don't often get email from mmasi@tfgfinancial.com. [Learn why this is important](#)

Thank you

Marcello Masi
TFG Financial Corporation
Four Bentall Centre, 1055 Dunsmuir Street
Suite 3501, PO Box 49215
Vancouver, BC V7X 1K8
1-888-840-1834 Ext: 5126
mmasi@tfgfinancial.com www.tfgfinancial.com



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From: Marcello Masi
Sent: Friday, July 5, 2024 1:24 PM
To: jnenonen@foglers.com
Cc: Katherine Garay <kgaray@tfgfinancial.com>
Subject: 2020 PETERBILT 579 S/N: 1XPBDP9X9LD674536 RBC third party lien
Importance: High

Hi there, please see attached documents pertaining to our priority lien, our payout of the lease for the noted equipment that was seized from SUHANNA FREIGHT SERVICES INC. under TFG contract and sold. We ask that the RBC lien be removed to complete our sale and provide discharge.

Thank you

Marcello Masi

TFG Financial Corporation
Four Bentall Centre, 1055 Dunsmuir Street
Suite 3501, PO Box 49215
Vancouver, BC V7X 1K8
1-888-840-1834 Ext: 5126
[mmas@tfgfinancial.com](mailto:mmasi@tfgfinancial.com) www.tfgfinancial.com



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From: Steve Care <scare@mhccna.com>
Sent: Tuesday, July 9, 2024 1:19 PM
To: KURONUMA, YOKO <yoko.kuronuma@rbc.com>
Cc: MTL Collections Repo <mtlcrepo@rbc.com>
Subject: FW: Lease #051-0214431-003 / Asset #371321-2023 Vanguard- CR309368

[External]/[Externe]

Hi Yoko,

I have repossessed a 2023 Vanguard Trailer Vin#5V8VC5324PT309368 from a Suhanna Freight Services Inc. for non-payment.

We have 5 Trailers on this lease and have only found 2. We are owed \$424,907.93 on the lease and have registered our Lien on 2022-10-11. We have sold this one asset for \$34000.00 and my Remarketing Agent advised that RBC has a Brand New lien dated 2024-05-09.

As there is NO surplus funds on this unit, we ask that RBC Discharge their lien & send me a Discharge Statement asap.

We are about to lose our Sale & I am not sure why RBC just registered a lien, as it was not there when we did our PPSA at time of seizure.

Can you review and get back to me as this is somewhat time sensitive.

Greatly Appreciate your assistance.

Regards,
Steve

Steve Care

Asset Remarketing Manager
Coordonnateur, revente d'équipements

T 1-855-840-1298 #2136

C 289 230-1642

@ scare@mhccna.com

 **MITSUBISHI HC CAPITAL CANADA**

1100 Burloak Drive, Suite 401
Burlington, Ontario L7L 6B2



mhccna.com

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de choix



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If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

This is **Exhibit “EE”** referred to
in the Affidavit of Sharon D'Costa

Sworn this 25th
day of September, 2024.



.....
A Commissioner for Taking Affidavits

Morgan, Hayley

From: Liu, Carol
Sent: Monday, June 3, 2024 1:17 PM
To: Michael Cohen
Cc: Moses, Rachel
Subject: FW: RBC and 2815872 Ontario Inc. et al.
Attachments: DOCS1-#1256693-v1-Statutory_Declaration_(Blank)_No_Schedule_M_.DOC

Hi Michael,

I have not received any further communications from you following our call on May 10. As you are aware, all of RBC's payment demands and section 244 BIA notices have expired nearly three months ago, including those demands upon your clients as guarantors of Suhanna Freight Services Inc. and 2815872 Ontario Inc. Your clients, in their capacities as said guarantors, have not made a forbearance proposal acceptable to RBC or repaid any of the indebtedness owing to RBC under the applicable guarantees.

The following items have been outstanding for 3 weeks since May 10:

1. completed and sworn statutory declarations for each of your three clients for RBC's review;
2. financial reporting for 2826466 Ontario Inc. which is owned/controlled by your clients;
3. revised forbearance proposal in writing for RBC's consideration and any additional security your clients have to offer.

Again, please let me know if you have instructions to accept service of the receivership materials on behalf of your clients, so we can make arrangements for service accordingly.

In the interim, RBC continues to reserve all of its rights and remedies.



Carol Liu (She/Her)
Associate
Fogler, Rubinoff LLP

Direct: 416.849.4150
Email: cliu@foglers.com
foglers.com

Morgan, Hayley

From: Liu, Carol
Sent: Thursday, September 5, 2024 1:14 PM
To: Michael Cohen
Cc: Moses, Rachel; Morgan, Hayley
Subject: RE: RBC and 2815872 Ontario Inc. et al.

Michael,

We are finalizing the receivership application materials and expect to serve them next week. RBC will be seeking judgment against Randeep and your clients under their personal guarantees for the indebtedness owing by 2815872 Ontario Inc. and Suhanna Freight Services Inc. Please confirm by no later than **Monday September 9** whether you have instructions to accept service on behalf of Vibhu Annaswanmy, Onkar Bagga, and Surinder Ghumman.



Carol Liu (She/Her)
 Associate
 Fogler, Rubinoff LLP
 Direct: 416.849.4150
 Email: cliu@foglers.com
foglers.com

From: Liu, Carol
Sent: Monday, June 3, 2024 1:17 PM
To: Michael Cohen <mcohen@michaelcohenlaw.ca>
Cc: Moses, Rachel <rmoses@foglers.com>
Subject: FW: RBC and 2815872 Ontario Inc. et al.

Hi Michael,

I have not received any further communications from you following our call on May 10. As you are aware, all of RBC's payment demands and section 244 BIA notices have expired nearly three months ago, including those demands upon your clients as guarantors of Suhanna Freight Services Inc. and 2815872 Ontario Inc. Your clients, in their capacities as said guarantors, have not made a forbearance proposal acceptable to RBC or repaid any of the indebtedness owing to RBC under the applicable guarantees.

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3. revised forbearance proposal in writing for RBC's consideration and any additional security your clients have to offer.

Again, please let me know if you have instructions to accept service of the receivership materials on behalf of your clients, so we can make arrangements for service accordingly.

In the interim, RBC continues to reserve all of its rights and remedies.

ROYAL BANK OF CANADA
Applicant

-and- **SUHANNA FREIGHT SERVICES INC. et al.**
Respondents

Court File No. CV-24-00003737-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
MILTON

AFFIDAVIT OF SHARON D'COSTA

FOGLER, RUBINOFF LLP

Lawyers
77 King Street West
Suite 3000, P.O. Box 95
TD Centre North Tower
Toronto, ON M5K 1G8

Rachel Moses (LSO# 42081V)

rmoses@foglers.com

Tel: 416-864-7627

Carol Liu (LSO# 84938G)

cliu@foglers.com

Tel: 416-849-4150

Lawyers for the Applicant, Royal Bank of Canada

TAB 3

Court File No. CV-24-00003737-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

and

**SUHANNA FREIGHT SERVICES INC.,
2815872 ONTARIO INC., 2826466 ONTARIO INC., RANDEEP MANN
also known as RANDEEP SINGH MANN, VIBHU ANNASWAMY also
known as ANNAWAMY VIBHU PRAKASH also known as VIBHU
PRAKASH ANNASWAMY, ONKAR BAGGA also known as ONKAR S
BAGGA and SURINDER GHUMMAN also known as SURINDER PAL
GHUMMAN also known as SURINDER P S GHUMMAN**

Respondents

CONSENT

msi Spergel inc. hereby agrees to act as Receiver in the above-noted matter.

DATED at the City of Toronto, this 27 day of September, 2024.

MSI SPERGEL INC.

Per:



Name: Mukul Manchanda
Title: Managing Partner

ROYAL BANK OF CANADA
Applicant

-and-

SUHANNA FREIGHT SERVICES INC. et al.
Respondents

Court File No. CV-24-00003737-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
MILTON

CONSENT

FOGLER, RUBINOFF LLP

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Lawyers for the Applicant, Royal Bank of Canada

TAB 4

Court File No. CV-24-00003737-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	TUESDAY, THE 22 nd
)	
JUSTICE)	DAY OF OCTOBER, 2024

ROYAL BANK OF CANADA

Applicant

- and -

**SUHANNA FREIGHT SERVICES INC.,
2815872 ONTARIO INC., 2826466 ONTARIO INC., RANDEEP MANN
also known as RANDEEP SINGH MANN, VIBHU ANNASWAMY also
known as ANNASWAMY VIBHU PRAKASH also known as VIBHU
PRAKASH ANNASWAMY, ONKAR BAGGA also known as ONKAR S
BAGGA AND SURINDER GHUMMAN also known as SURINDER PAL
GHUMMAN also known as SURINDER P S GHUMMAN**

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, 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 msi Spergel inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Suhanna Freight Services Inc., 2815872 Ontario Inc., and 2826466 Ontario Inc. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 491 Steeles Ave E., Milton, Ontario.

ON READING the Affidavit of Sharon D'Costa sworn September 25, 2024 and the Exhibits thereto and on hearing the submissions of counsel for RBC, no one else appearing although duly served as appears from the affidavit of service of [NAME] sworn [DATE], and on reading the consent of msi Spergel inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application 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, msi Spergel 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 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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$150,000.00; 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, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the 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 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;
- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 Debtor 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 Debtor 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 Debtor 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 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 \$100,000.00 (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 "A" 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 https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.spergelcorporate.ca/engagements>.

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 Debtors.

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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Suhanna Freight Services Inc., 2815872 Ontario Inc., and 2826466 Ontario Inc. 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 (the "**Court**") dated the ____ day of _____, 2024 (the "**Order**") made in an action having Court file number CV-24-00003737-0000 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__.

**MSI SPERGEL INC., solely in its capacity
as Receiver of the Property, and not in
its personal capacity**

Per: _____
Name:
Title:

ROYAL BANK OF CANADA
Applicant

-and- **SUHANNA FREIGHT SERVICES INC. et al.**
Respondents

Court File No. CV-24-00003737-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

ORDER
(Appointing Receiver)

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Lawyers for the Applicant, Royal Bank of Canada

TAB 5

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No.~~

Court File No. CV-24-00003737-0000

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~TUESDAY, THE
 JUSTICE) #22nd
)
 DAY OF ~~MONTH~~OCTOBER, ~~20YR~~2024

~~PLAINTIFF~~[†]

ROYAL BANK OF CANADA

~~Plaintiff~~Applicant

- and -

SUHANNA FREIGHT SERVICES INC.,
 2815872 ONTARIO INC., 2826466 ONTARIO INC., RANDEEP MANN
 also known as RANDEEP SINGH MANN, VIBHU ANNASWAMY also
 known as ANNASWAMY VIBHU PRAKASH also known as VIBHU
 PRAKASH ANNASWAMY, ONKAR BAGGA also known as ONKAR S
 BAGGA AND SURINDER GHUMMAN also known as SURINDER PAL
 GHUMMAN also known as SURINDER P S GHUMMAN

~~DEFENDANT~~Respondents

~~Defendant~~

**ORDER
 (~~appointing~~Appointing Receiver)**

[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

THIS MOTION APPLICATION made by the ~~Plaintiff~~² Applicant, 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 ~~[RECEIVER'S NAME]~~ msi Spergel inc. as receiver ~~[and manager]~~ (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ ~~(the "**Debtor**)~~ Suhanna Freight Services Inc., 2815872 Ontario Inc., and 2826466 Ontario Inc. (the "**Debtors**) acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, was heard this day at ~~330 University Avenue, Toronto~~ 491 Steeles Ave E., Milton, Ontario.

ON READING the ~~affidavit of [NAME] sworn [DATE]~~ Affidavit of Sharon D'Costa sworn September 25, 2024 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~ RBC, no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of [NAME] sworn [DATE], and on reading the consent of ~~[RECEIVER'S NAME]~~ msi Spergel inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated³ so that this ~~motion~~ 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, ~~[RECEIVER'S NAME]~~ msi Spergel inc. is hereby appointed Receiver, without

² ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

security, of all of the assets, undertakings and properties of the ~~Debtor~~Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including 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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ 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;

~~⁴This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

- (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 \$~~_____~~50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~150,000.00; 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,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the 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;

~~⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (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 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 ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) 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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~DEBTOR~~DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 ~~Debtor~~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 ~~Debtor~~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 Debtor to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~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 ~~Debtor's~~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 Debtor 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 ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~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 ~~Debtor~~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.⁶

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 \$~~_____~~100,000.00 (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,

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

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 "A" 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/>https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part_III_The_E-Service_List) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.spergelcorporate.ca/engagements>.

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 ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~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~~Debtors.

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 ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff's~~Applicant's security or, if not so provided by the ~~Plaintiff's~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's~~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.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ Suhanna Freight Services Inc., 2815872 Ontario Inc., and 2826466 Ontario Inc. acquired for, or used in relation to a business carried on by the ~~Debtor~~ 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 _____, ~~20~~ 2024 (the "Order") made in an action having Court file number ~~—CL—~~ CV-24-00003737-0000 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.

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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__.

~~[RECEIVER'S NAME]~~ MSI SPERGEL INC.,
solely in its capacity
- as Receiver of the Property, and not in
its personal capacity

Per: _____
Name:
Title:

ROYAL BANK OF CANADA
Applicant

-and- SUHANNA FREIGHT SERVICES INC. et al.
Respondents

Court File No. CV-24-00003737-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
MILTON

ORDER
(Appointing Receiver)

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Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on 09/27/2024 1:16:47 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4861-2090-7754/1/Model Order.doc	
Modified DMS: nd://4894-2056-1597/3/Draft Order (Appointing Receiver).doc	
Changes:	
<u>Add</u>	84
Delete	112
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	198

ROYAL BANK OF CANADA
Applicant

-and- **SUHANNA FREIGHT SERVICES INC. et al.**
Respondents

Court File No. CV-24-00003737-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
MILTON

APPLICATION RECORD

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