AlixPartners

First Report of AlixPartners Restructuring, Inc. as Receiver and Manager of RSG Law Professional Corporation et al

November 10, 2026

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AlixPartners

Court File No. CV-26-00007954-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF
RSG LAW PROFESSIONAL CORPORATION ET AL

FIRST REPORT OF ALIXPARTNERS RESTRUCTURING, INC.
AS RECEIVER AND MANAGER

November 10, 2026

1.0 Introduction

1.1 Overview

1. Pursuant to an Order granted by the Honourable Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on June 12, 2026 (the "**Appointment Order**"), AlixPartners Advisory, Inc. was appointed receiver (in such capacity, the "**Sales Officer**") over certain interests in real properties in which Amrinder Singh Mangat, Avtar Singh Grewal, Arandeep Grewal and certain related entities (collectively, the "**Defendants**") have an interest (the "**Appointment Order Properties**"). The background to the Sales Officer's appointment and its activities are described in its first report dated July 10, 2026 (the "**First Sales Officer Report**") and second report dated October 9, 2026 (the "**Second Sales Officer Report**" and, together with the First Sales Officer Report, the "**Sales Officer's Reports**"). Copies of the Appointment Order, the First Sales Officer Report and the Second Sales Officer Report are attached as **Appendices "A", "B" and "C"** (without appendices), respectively.

2. The Sales Officer's mandate included taking steps to realize on the property interests subject to the Appointment Order and administering a secured claims process pursuant to a Court Order dated July 17, 2026 in respect of approximately $22 million of proceeds realized from the sale of 8114 Mayfield Road, Caledon, Ontario which are currently being held by the Court (the "**8114 Mayfield Secured Claims Process**").

3. Pursuant to an order granted by the Honourable Justice Dunphy on October 23, 2026 (the "**RSG Law Receivership Order**"), AlixPartners Restructuring, Inc. ("**AlixPartners**") was appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of: (i) all of the assets, undertakings and properties (the "**RSG Property**") of RSG Law Professional Corporation ("**RSG Law**"); and (ii) all funds in RSG Law's possession or control that it was required to hold in trust (the "**Trust Property**" and, together with the RSG Property, the "**Property**"). A copy of the RSG Law Receivership Order is attached as **Appendix "D"**.

4. The RSG Law Receivership Order authorizes the Receiver to identify, trace and investigate the Property, including transactions described in Schedule "A" thereto (the "**Specified Transactions**"), and to obtain and review relevant records, subject to the privilege and confidentiality protections set out in the RSG Law Receivership Order and the protocol attached as Schedule "B" thereto.

5. Paragraph 17 of the RSG Law Receivership Order provides that the matter shall return before the Court on November 12, 2026 at 10:00 a.m. for directions (the "**Comeback Hearing**"). This report (the "**First Report**") is the Receiver's first report pursuant to the RSG Law Receivership Order and is filed in connection with the Comeback Hearing.

1.2 Other Proceedings

1. On October 23, 2026, the Court also granted an Amended and Restated Receivership Order (the "**ARRO**"), substituting AlixPartners Restructuring, Inc. for AlixPartners Advisory, Inc. under the Appointment Order and expanding its appointment over certain real property, ownership interests and sale proceeds. On November 3, 2026, the Court further amended that appointment pursuant to a Second Amended and Restated Receivership Order (the "**SARRO**"), which SARRO further appointed AlixPartners Restructuring, Inc. as receiver and manager of RSG Holdings Ltd. ("**RSG Holdings**") and RSG Oakville Holdings Inc. ("**RSG Oakville**"). The real properties described in Schedule "A" to the SARRO are referred to herein as the "**SARRO Properties**". A copy of the SARRO is attached as **Appendix "E"**.

2. AlixPartners' appointment under the SARRO is separate from, but related to, its appointment under the RSG Law Receivership Order. This First Report provides an update on the Receiver's activities under both mandates. Further background concerning these appointments is provided in Section 2 below.

1.3 Purposes of this Report

1. The purposes of this First Report are to:

   (a) provide background concerning these proceedings, including the Sales Officer's mandate and activities leading to the Receiver's appointment under the RSG Law Receivership Order;

   (b) provide an update on the Receiver's activities since its appointment, including its efforts to obtain and preserve RSG Law's books, records and electronic information and to preserve and control the real properties and related assets under its administration;

   (c) summarize information requested from RSG Law, several financial institutions and other parties, the records obtained and the outstanding requests;

   (d) advise the Court of the Receiver's intention to bring a motion at a future date seeking an Order granting a charge over the SARRO Properties to secure the fees and disbursements of the Receiver and its counsel, Paliare Roland Rosenberg Rothstein LLP ("**Paliare**"), incurred in carrying out the investigation required by the RSG Law Receivership Order; and

   (e) provide an update on the 8114 Mayfield Secured Claims Process.

1.4 Restrictions

1. In preparing this First Report, the Receiver has relied upon information available in the public domain, the Sales Officer's Reports, information obtained from the Land Registry Office, information contained in Court filings and information provided to the Sales Officer or the Receiver by RSG Law, financial institutions, certain tenants of the SARRO Properties and other stakeholders (collectively, the "**Information**").

2. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

3. The Receiver expresses no opinion or other form of assurance with respect to the financial information presented in this First Report or relied upon by the Receiver in preparing this First Report.

2.0 Background

1. On June 12, 2026, the Court granted the Appointment Order appointing AlixPartners Advisory, Inc. as Sales Officer over certain interests in the real properties described in the Sales Officer's Reports (the "**Appointment Order Properties**").

2. Following its appointment, the Sales Officer reviewed available information concerning the Appointment Order Properties, communicated with creditors and other stakeholders, and sought records concerning the ownership, acquisition and financing of the Appointment Order Properties.

3. As part of these communications, several creditors advised the Sales Officer of existing or contemplated enforcement proceedings involving the Appointment Order Properties and other real properties held by the Defendants or related parties. The Court directed the Sales Officer to develop a framework for managing these overlapping proceedings on a consolidated and orderly basis.

4. As described in the Second Sales Officer Report, and as of the date of that report, the Sales Officer had not received the information requested from the owners of the Appointment Order Properties and related parties despite repeated requests. These information gaps, together with allegations of fraud and asset dissipation in the related proceedings, raised questions concerning how the Appointment Order Properties had been acquired and financed and the parties' lawful entitlement to those properties and their proceeds.

5. The Sales Officer accordingly sought the ARRO to expand its mandate and establish a coordinated framework for preserving and administering the Appointment Order Properties, investigating relevant transactions and addressing competing claims. On October 23, 2026, the Court granted the ARRO, substituting AlixPartners as Receiver and expanding the appointment to include: (i) all of the real property described in Schedule "A" thereto, including their proceeds; (ii) the applicable Owners' interests in the real property described in Schedule "B" thereto, subject to the rights of secured creditors; and (iii) the sale proceeds of 8114 Mayfield described in Schedule "C" thereto.

6. On the same date, the Court separately granted the RSG Law Receivership Order appointing AlixPartners as Receiver of the RSG Property and the Trust Property. That appointment provided a framework to investigate whether funds held by RSG Law, including trust funds, were used for improper purposes, including in connection with the acquisition or financing

of any of the Appointment Order Properties. The RSG Law Receivership Order authorized the Receiver to trace and investigate the Property and the Specified Transactions and obtain relevant records, subject to privilege and confidentiality protections.

7. On November 3, 2026, the Court granted the SARRO, further expanding the scope of AlixPartners' appointment to include the property, assets and undertakings of RSG Holdings and RSG Oakville. Previously, the appointment in respect of RSG Oakville had been limited to its real property at 550 Kerr Street and the proceeds thereof. The SARRO also added to Schedule "A" RSG Holdings' real property at 6605 Hurontario Street. The SARRO continued the appointments over the applicable Owners' interests in the real property listed in Schedule "B" and the sale proceeds of 8114 Mayfield listed in Schedule "C".

8. Further details concerning the history of these proceedings, the Appointment Order Properties and the Sales Officer's activities are set out in the Sales Officer's Reports and additional materials relating to these proceedings are available on the Receiver's case website (the "**Case Site**") at https://cdncases.alixpartners.com/experience/case/rsg.

3.0 Activities of the Receiver in Respect of RSG Law

1. Since its appointment, the Receiver has focused on identifying RSG Law's bank accounts, locating and preserving its books and records and obtaining information relevant to the Property and the Specified Transactions. Its activities to date are summarized below.

3.1 Financial Institutions

1. Since the issuance of the RSG Law Receivership Order, the Receiver wrote to Canadian Imperial Bank of Commerce ("**CIBC**"), Royal Bank of Canada ("**RBC**"), The Toronto-Dominion Bank ("**TD**"), The Bank of Nova Scotia ("**Scotiabank**") Bank of Montreal ("**BMO**") and National Bank of Canada ("**NBC**" and, collectively, the "**Banks**") requesting confirmation of any current or former accounts held in RSG Law's name and information concerning those accounts.

2. The status of these information requests as of the date of this First Report is as follows:

(a) BMO

The Receiver identified the following accounts:

(i) Account No. 1951616 (Trust Account);

(ii) Account No. 1951624 (Trust Account); and

(iii) Account No. 4780591 (Trust Account).

These accounts were opened in October 2024 and closed in July 2025. The Receiver has received all bank statements for these accounts. Each of these accounts has a nil balance.

(b) Scotiabank

The Receiver identified the following accounts and reported balances, rounded to the nearest dollar[1]:

(i) Account No. 0259217 - $812 USD;

(ii) Account No. 0258911 - $339,280 CAD (Trust Account);

(iii) Account No. 0259519 - $1,023 USD (Trust Account); and

(iv) Account No. 0259314 - $12,250 CAD.

These accounts were opened in December 2025. All four of these accounts were active as of the date of the ARRO but have now been frozen, at the direction of the Receiver. The Receiver has received all bank statements for these accounts.

(c) CIBC

The Receiver identified Account No. 2743345 but was subsequently advised by Chaitons LLP ("**Chaitons**"), CIBC's counsel in the SARRO proceeding, that CIBC has no record of this account. The Receiver continues to follow up with Chaitons and CIBC to confirm if RSG Law holds an account at CIBC.

[1] The Receiver understands that the Scotiabank and TD accounts identified as "Trust Account" are or were held in trust by RSG Law. The Receiver has yet to confirm their trust status.

(d) TD

The Receiver identified the following accounts[1]:

(i) Account No. 5067180;

(ii) Account No. 5067202 (Trust Account);

(iii) Account No. 7210735; and

(iv) Account No. 7210743 (Trust Account).

These accounts were opened in May 2025 and closed in February 2026. The Receiver has received all bank statements for these accounts. Each of these accounts has a nil balance.

(e) RBC

RBC has advised that RSG Law was formerly a client. The Receiver is awaiting a further response providing account details and bank statements for any bank account(s) previously maintained by RSG Law at RBC.

(f) NBC

NBC confirmed that RSG Law does not, and did not, have any accounts for RSG Law.

3. The Receiver continues to correspond with the Banks concerning outstanding information and records required to perform its investigation of the RSG Law bank accounts contemplated by the RSG Law Receivership Order.

3.2 Information Request to Rajvinder and Khattra

1. On October 27, 2026, Paliare, on behalf of the Receiver, wrote to Rajvinder Grewal ("**Rajvinder**") and Davinder Singh Khattra ("**Khattra**") to request information concerning RSG Law's books and records, bank accounts, business locations, real property interests and current and former employees, officers, directors and shareholders.

2. The Receiver understands that Rajvinder and Khattra are presently or were formerly associated with RSG Law.

3. In response, Khattra advised the Receiver that:

   (a) RSG Law's records are maintained electronically on a "local server" located on a laptop at 2 Bonnieview Court, Brampton, Ontario, and that there are no physical client files. He further advised that the laptop is the same laptop that he uses to communicate with his counsel;

   (b) RSG Law maintained trust and general or operating accounts at BMO, TD and Scotiabank. The account numbers he provided correspond with those identified by the Receiver and summarized in Section 3.1 above. Khattra indicated that he was continuing to verify the account details and would advise if any additional accounts were identified;

   (c) RSG Law no longer occupies its former office at 6605 Hurontario Street, Mississauga, Ontario, maintains no physical office and handles remaining administrative matters remotely;

   (d) RSG Law does not own any real property; and

   (e) RSG Law has no current employees. Khattra provided a list of individuals employed by or associated with RSG Law during 2023 to 2026, together with available email addresses. On November 5 and 6, 2026, Paliare, on behalf of the Receiver, sent a letter to each former employee for whom it had contact information, requiring them to preserve any books and records, including electronic records, in their possession or control related to the RSG Law business.

4. Following Khattra's response, the Receiver arranged for the imaging of his laptop, the server and any other devices used for RSG Law purposes. Mr. Khattra advised that he could not make the server available to the Receiver until November 11, 2026 as he was presently not in Toronto. The Receiver has advised Mr. Khattra that it will not review the imaged records until the details of the document review and privilege procedures described in Section 3.3 have been finalized with the Law Society of Ontario (the "**LSO**").

5. On November 6, 2026, Rajvinder responded to the Receiver through his counsel, Adair Goldblatt Bieber LLP, generally indicating that he does not have the requested information and believes it is known to Khattra. The Receiver does not believe that this response is credible and its counsel is following up with Rajvinder's legal counsel.

3.3 The Receiver's Dealings with the Law Society of Ontario

1. The RSG Law Receivership Order provides for a privilege review protocol for the books and records of RSG Law whereby the LSO would be responsible for reviewing relevant records to assess whether any documents are subject to solicitor-client privilege prior to the release of such documents to the Receiver.

2. Through counsel, the Receiver has kept the LSO apprised of its activities related to RSG Law, including that the Receiver was requesting account statements from financial institutions where RSL Law accounts were identified and of the Receiver's intention to image RSG's electronic devices. The Receiver confirmed that it will hold the digital images of such devices (and will not review them) pending the Receiver and the LSO agreeing on a framework to implement the privilege review process described in the RSG Law Receivership Order.

3. The Receiver will continue to work with the LSO to address any potential privilege issues that may arise from any documents that the Receiver collects from RSG Law or third parties.

3.4 Status of the RSG Law Investigation

1. The Receiver's investigation remains at a preliminary stage. It involves numerous properties, individuals, bank accounts, entities and allegations of fraud by multiple parties over an extended period of time concerning the acquisition, financing and disposition of assets and the use of funds held by RSG Law. The volume of transactions, overlapping claims and incomplete records will require time to investigate.

2. The bank statements received to date are a starting point. The Receiver is compiling and organizing them to trace funds across accounts and financial institutions and identify transactions requiring further investigation. The Receiver is likely to need to request additional transaction details and supporting records from the Banks.

3. Given the scope of the investigation and the information still required, the Receiver cannot yet estimate when the investigation will be completed or report its findings. The Receiver intends to use a staged approach to perform the investigation, and will provide periodic updates on its investigation, which may include recommendations concerning certain properties, so that mortgagees or the Receiver can commence realization processes before the conclusion of the investigation.

4.0 Activities of the Receiver Under the ARRO and SARRO

1. Since the granting of the ARRO and SARRO, the Receiver has taken steps to fulfill its statutory obligations, preserve and protect the SARRO Properties and obtain information concerning their occupancy, operations and ongoing expenses related to them. Its activities have included:

   (a) sending letters to each SARRO Property at which the Receiver understands there may be tenants, advising of its appointment and providing directions concerning rental payments;

   (b) corresponding with tenants or their legal counsel regarding their occupancy, leases and rental payments, and directing that rental payments be made to the Receiver;

   (c) attempting to identify the property managers of the SARRO Properties and corresponding with a property manager responsible for certain of those properties;

   (d) corresponding with Dickinson Wright LLP ("**Dickinson**"), counsel to Dollarama L.P. ("**Dollarama**"), a tenant of 550 Kerr Street, Oakville ("**550 Kerr**"), one of the SARRO Properties, regarding Rajvinder's September 29, 2026 email enclosing a rent direction and identifying Helen Platis ("**Ms. Platis**") of the Group of 7 (the "**Group of 7**") as the contact for the new management, and subsequent rent-related emails from Rajvinder and Group of 7 representatives. The Receiver notes that Rajvinder's October 26 follow-up and the Group of 7's October 28 rent inquiry were sent after the ARRO was granted, while the Group of 7's November 4 request for October and November 2026 rent was sent after both the ARRO and SARRO were granted. Rajvinder's RSG Law email address was copied on both Group of 7 emails. Copies of these email exchanges are attached as **Appendix "F"**;

   (e) engaging with representatives of various properties and their lenders, including Meridian Credit Union Limited ("**Meridian**"), in regard to the car wash at 408 Hespeler Road, Cambridge, including the level of reporting presently provided by the car wash operators to Meridian and the level of reporting sought by Meridian during the receivership;

   (f) writing to the Banks to identify accounts maintained by RSG Law, RSG Holdings and RSG Oakville and requesting restrictions on disbursements;

(g) contacting utility providers concerning services supplied to certain of the SARRO Properties;

(h) arranging for consultants to attend at select SARRO Properties to obtain information concerning their condition and occupancy;

(i) arranging for insurance coverage for each of the SARRO Properties;

(j) obtaining parcel registers and reviewing available information concerning registered ownership and charges;

(k) working with Paliare to register a copy of the SARRO on title to the SARRO Properties;

(l) drafting and filing the statutory Notice and Statement of the Receiver for each entity subject to the SARRO;

(m) reviewing materials filed in related proceedings to obtain further information concerning the SARRO Properties, financing arrangements and claims asserted by other parties;

(n) obtaining listing proposals from two realtors to inform the Receiver on potential value and other attributes of the SARRO Properties, which proposals will be advanced at a later stage when the Receiver's power to realize on any of these properties has been granted by the Court;

(o) creating and maintaining the Case Site; and

(p) preparing this First Report.

4.1 Related Claims

1. In addition to the activities described above, the Receiver has reviewed court materials and supporting documents and compiled a summary of claims, allegations and transactions, organized by property and entity. This review includes claims involving properties outside the scope of the ARRO and SARRO concerning funds allegedly received or disbursed through RSG Law's accounts. The following descriptions summarize allegations in those materials and are not findings of the Receiver:

(a) **Sukhdeep Kang and Surjit Kang (the "Kangs"):** The Kangs allege that $10.5 million paid into RSG Law's trust account to repay a mortgage on 4463 Escarpment Drive, Burlington, was not paid to the mortgage lender;

(b) **NBC:** NBC alleges that approximately $4.15 million advanced through RSG Law in connection with the refinancing of 5945 Atlantic Drive, Mississauga, was misappropriated rather than used to discharge an existing RBC mortgage;

(c) **Legion3 Capital Inc. ("Legion3"):** Legion3 alleges that funds advanced in connection with 44 Bellflower Lane, Brampton, including approximately $779,000 allegedly received in RSG Law's BMO account, were not used to discharge an existing RBC mortgage;

(d) **Frank Zeppieri ("Zeppieri"):** Zeppieri alleges that funds advanced in connection with 9 Rougebank Avenue, Caledon, including approximately $945,000 allegedly received in RSG Law's BMO account, were not used to discharge an existing RBC mortgage;

(e) **BMO:** BMO alleges that its $1.075 million advance concerning 231 Brownridge Drive, Thornhill, was received by RSG Law but the intended mortgage was not registered and the existing Scotiabank mortgage was not discharged; and

(f) **CIBC:** CIBC alleges that 108-20 Maritime Ontario Boulevard, Brampton was sold for $900,000 subject to RSG Law's undertaking to discharge CIBC's mortgage, registered in the amount of $800,000, but that undertaking was not honoured and the funds paid into trust were directed elsewhere.

2. The Receiver has not yet verified whether the amounts described above were deposited into or disbursed from RSG Law's accounts, or determined their ultimate disposition. The Receiver intends to investigate these claims further once the necessary banking information and supporting records have been obtained from the Banks. A comprehensive summary of the claims, allegations and transactions reviewed to date is attached as **Appendix "G"**.

5.0 8114 Mayfield Secured Claims Process

1. The Appointment Order permitted the pending sale of 8114 Mayfield Road, Caledon, Ontario ("**8114 Mayfield**"), to close, with the net proceeds paid into Court. The transaction closed on June 26, 2026, and approximately $22.4 million was paid into Court. Pursuant to a further order dated July 17, 2026, the Sales Officer is administering the 8114 Mayfield Secured Claims Process.

2. On July 17, 2026, Justice Myers made an order (the "**8114 Mayfield Secured Claims Process Order**") implementing a process for evaluating secured claims against the Mayfield Proceeds. Six parties submitted proofs of claim to the Receiver in response to the 8114 Mayfield Secured Claims Process Order, being:

   (a) 1079283 Ontario Inc.;

   (b) Sajnik Holdings Inc.;

   (c) Madz Family Holdings Inc.;

   (d) Addison Wealth Management Inc.;

   (e) The Cesana Claimants; and

   (f) The Toor Claimants.

3. To date, the Receiver has made determinations in respect of three of these claims, being:

   (a) Sajnik Holdings Inc.;

   (b) Madz Family Holdings Inc.; and

   (c) Addison Wealth Management Inc.

4. In each case, the Receiver rejected the claimant's claim.

5. All three of these claimants have disputed the Receiver's determinations.

6. The Receiver is working to complete its evaluation of the balance of these claims as soon as possible and, once the Receiver has provided all claimants with its determination, anticipates coordinating with claimants to resolve outstanding issues concerning same, including by, if necessary, a hearing before this Court, as contemplated by the 8114 Mayfield Secured Claims Process Order.

6.0 Proposed Receiver's Charge

1. The Court has directed that the investigation into RSG Law's trust accounts be advanced before sales of, or the commencement of sale processes for, the SARRO Properties proceed, so that potentially affected parties and competing claims can be identified. This work benefits the stakeholders of both RSG Law and the SARRO Properties and requires an extensive review of records and transactions across numerous accounts, entities and properties.

2. Completing the investigation will involve substantial costs. The funds identified in RSG Law's Scotiabank accounts (totalling approximately $354,000) are available to fund the Receiver's activities (and those of its legal counsel) but are not expected to be sufficient to complete the investigation. At this time, no other assets of RSG Law have been identified as available to fund those costs. Accordingly, the Receiver intends, in the coming weeks, to bring a motion seeking an Order granting a priority charge over all of the SARRO Properties to secure the fees and disbursements of the Receiver and its counsel incurred in carrying out the Court-directed investigation of RSG Law in order to enable that work to continue.

3. The Receiver recognizes that certain mortgagees are seeking to commence, or have commenced, realization processes in relation to the SARRO Properties. The Receiver is considering practical solutions on a property-by-property basis to permit mortgagees to commence realization processes in a cost and time-efficient manner while fulfilling its investigative mandate. For example, the Receiver has been made aware of a transaction where a senior mortgagee funded a loan and none of the monies flowed through any RSG Law account. In these circumstances, the Receiver may seek an amendment to the SARRO permitting the property subject to that creditor's security to be sold on appropriate terms, including to preserve the claim of any party whose trust funds may have been used improperly by RSG Law to fund any portion of that transaction.

* * *

All of which is respectfully submitted by,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER
OF RSG LAW PROFESSIONAL CORPORATION ET AL

Appendix A

Court File No. CV-26-00007954-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	THE 12th DAY
	)	OF JUNE 2026
JUSTICE MYERS	)	

WIGI RESTRUCTURED BOND CORPORATION

Plaintiff

-and-

1000234566 ONTARIO INC., AMRINDER SINGH MANGAT, AVTAR SINGH GREWAL, ARANDEEP GREWAL, RSG LAW PROFESSIONAL CORPORATION, and DAVINDER KHATTRA

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to Rule 60.02 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, a receiver without security, of certain properties of Avtar Singh Grewal (the "**Debtor**") was heard on June 3, 2026 at 330 University Avenue, Toronto, Ontario (the "**First Motion**").

ON READING the Plaintiff's Motion Record and Factum, dated June 3, 2026, the affidavit of Avtar Singh Grewal dated June 3, 2026, and on hearing from counsel, and the court having released its endorsement dated June 3, 2026,

AND THIS MOTION made by the Plaintiff for an Order expanding the scope of properties subject to the receivership, as well as enjoining the sale of 8114 Mayfield (defined

below) or otherwise only permitting its sale subject to certain conditions was heard on June 12, 2026 at 330 University Avenue, Toronto, Ontario (the "**Second Motion**").

ON READING the Plaintiff's Motion Record and Factum, dated June 10, 2026, and the two affidavits of Robin Cardillo dated June 11, 2026, the Application Record of Effort Trust dated June 11, 2026, and on hearing from counsel, and the court having released its endorsement dated June 12, 2026,

SERVICE

1. THIS COURT ORDERS that the time for service of the motion materials is hereby abridged and validated so that these motions are properly returnable on June 3, 2026 and June 12, 2026, respectively, and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to Rule 60.02(1)(d) of the *Rules of Civil Procedure* and/or s. 101 of the *Courts of Justice Act*, AlixPartners Advisory, Inc. is hereby appointed receiver (the "**Sales Officer**"), without security, of the following properties (the "**Properties**"): (a) the interest of the Debtor in the properties identified in Schedule "A"; and (b) 7133 Industrial Parkway[1] owned by 2868127 Ontario Inc.

3. THIS COURT ORDERS that, subject to further order of this Court, the Sales Officer: (i) shall not occupy or take possession of any of the Properties; (ii) shall have no obligation to secure, insure, or safeguard the Properties; and (iii) shall have no obligation in respect of any buildings, fixtures, or personal property situated on the Properties or in respect of any business or activity carried on at the Properties.

SALES OFFICER'S POWERS

4. THIS COURT ORDERS that the Sales Officer is hereby empowered and authorized, but not obligated, to act at once in respect of the Properties and, without in any way limiting the

[1] 7133 Industrial Parkway, Alliston, ON, is a property with an identification number of 58146-006 and a legal description of: PT LT 2 CON 13 TECUMSETH AS IN RO355971; NEW TECUMSETH.

generality of the foregoing, the Sales Officer is hereby expressly empowered and authorized to do any of the following where the Sales Officer considers it necessary or desirable:

(a) to investigate the ownership interests and encumbrances on the Properties, including evaluating which Properties, in its discretion, to sell considering the cost of doing so against the potential recovery for creditors or those with an interest in the Properties, including the Plaintiff;

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

(c) to sell the Properties or any part or parts thereof, subject to court approval of any executed agreement of purchase and sale, with respect to which notice section 31 of the Ontario *Mortgages Act* shall not be required;

(d) to engage consultants, appraisers, agents (including real estate agents), brokers, 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 Sales Officer's powers and duties, including without limitation those conferred by this Order;

(e) subject to court approval, which motion shall be brought on notice to the Persons affected, to terminate, disclaim or otherwise cancel pre-existing agreements or purchase and sale and other transaction documents affecting the Properties. Upon the Sales Officer advising any relevant counterparty of its intention to seek such court approval, any transaction is suspended pending the motion;

(f) to register a copy of this Order and any other Orders in respect of the Properties against title to any of the Properties; and

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

and in each case where the Sales Officer 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, and without interference from any other Person.

5. THIS COURT ORDERS that, with respect to 7133 Industrial Parkway, the Sales Officer may only market and sell this property upon instruction of 2868127 Ontario Inc. or further Court order.

6. THIS COURT ORDERS that with respect to the sale of one of the Properties, 8114 Mayfield,[2] to His Majesty the King in right of Ontario, notwithstanding this Court's *Mareva* orders and further to Rule 60.11 of the *Rules of Civil Procedure*, the closing shall proceed on the following terms:

(a) on or before June 26, 2026, the Crown shall pay the purchase money for 8114 Mayfield to the Court by making payment to the Accountant of the Superior Court of Justice pending further order of the Court (the "**Payment**"), in lieu of paying said amount to 1000948084 Ontario Inc. or its solicitors pursuant to the agreement of purchase and sale between them (the "**Agreement**"). The Payment shall be net of the holdback stipulated in the Agreement and Schedule A thereto (the "**Holdback**"), as well as the payment of realty tax arrears and reasonable legal fees on the sale;

(b) if 1000948084 Ontario Inc. is due payment of any portion of the Holdback pursuant to the Agreement, the Crown shall instead pay such money to the Accountant of the Superior Court of Justice pending further order of the

[2] 8114 Mayfield Rd, Caledon ON, is a property with an identification number of 14349-0414 and a legal description of: PT LT 1 CON 5 ALBION AS IN RO690637; EXCEPT PART 1 43R38637, TOWN OF CALEDON

Court, in lieu of paying such amount to 1000948084 Ontario Inc. pursuant to the Agreement;

(c) for the purposes of determining the nature and priority of claims against the Payment, the Payment shall stand in the place and stead of the purchased property, and that from and after the payment into court, all claims and encumbrances vested or removed from title to the property to allow title to transfer free and clear shall attach to the proceeds in court with the same priority as they had with respect to the purchased property immediately prior to the sale, as if the purchased property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale; and

(d) the Sales Officer shall, in consultation with the interested parties, propose a claims process for the Payment, to be submitted for court approval.

7. THIS COURT ORDERS that should the Crown seek an order of this Court for conveyance or a vesting order in respect of 8114 Mayfield, the Crown is deemed to satisfy the requirements of subsection 21(1) of the *Conveyancing and Law of Property Act* upon filing of the receipt of the Payment provided by the Accountant of the Superior Court of Justice.

8. THIS COURT ORDERS that, for greater certainty, the appointment of the Sales Officer and the powers conferred by this Order extend only to the interest of the Debtor in the Properties, and nothing in this Order determines, affects, or prejudices the interest of any other Person in the Properties. Any Person claiming a legal or beneficial interest in any of the Properties may apply to this Court, on not less than seven (7) days' notice to the Sales Officer and the Plaintiff, to have that interest, or the proceeds of sale referable to it, determined, excluded from this Order, or held by the Sales Officer pending further Order of this Court.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE SALES OFFICER

9. THIS COURT ORDERS that the Debtor, any persons or corporations acting on his instructions or behalf, the registered and beneficial owners of each of the Properties (with respect to 7133 Industrial Parkway, this includes 2868127 Ontario Inc., Amrinder Mangat and Arandeep

Grewal, and anyone acting on their instructions or behalf), and 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 grant immediate and continued access to the Properties to the Sales Officer for the purposes of marketing and selling the Properties (*e.g.*, to enable a realtor to show the property to prospective purchasers or to allow a photographer to take photographs and videos for marketing materials, etc.). The Debtor and any Persons shall also make available any documentation or information required by the Sales Officer in order to determine ownership interests and encumbrances on each of the Properties. The Debtor and any Persons shall also make available any and all information in their possession concerning the Properties, including but not limited to all financial information, reports, appraisals, surveys, consulting reports, property taxes, assessments and environmental concerns. To the extent that such information is in the possession of third parties, the Debtor and any Person shall cooperate with and assist the Sales Officer to obtain such information. Any production or disclosure made under this paragraph by a Person other than the Debtor is without prejudice to, and is not a waiver of, any right or privilege of that Person in any other proceeding, including any proceeding under Rule 60.11 of the *Rules of Civil Procedure*.

NO PROCEEDINGS AGAINST THE SALES OFFICER

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

NO PROCEEDINGS AGAINST THE PROPERTIES

11. THIS COURT ORDERS that no Proceeding against or in respect of the Properties shall be commenced or continued except with the written consent of the Sales Officer or with leave of this Court and any and all Proceedings currently under way against or in respect of the Properties are hereby stayed and suspended pending further Order of this Court.

SALES OFFICER TO HOLD FUNDS

12. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Sales Officer from and after the making of this Order from

the sale of all or any of the Properties net of any disbursements provided for herein, shall be held by the Sales Officer to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. THIS COURT ORDERS that nothing herein contained shall require the Sales Officer to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Properties 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 Sales Officer from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Sales Officer shall not, as a result of this Order or anything done in pursuance of the Sales Officer's duties and powers under this Order, be deemed to be in Possession of any of the Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE SALES OFFICER'S LIABILITY

14. THIS COURT ORDERS that the Sales Officer 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. Nothing in this Order shall derogate from the protections afforded the Sales Officer by any applicable legislation.

SALES OFFICER'S ACCOUNTS

15. THIS COURT ORDERS that the Sales Officer and counsel to the Sales Officer 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 Sales Officer and counsel to the Sales Officer shall be entitled to and are hereby granted a charge (the "**Sales**

Officer's Charge") on the Properties, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings. The Sales Officer's Charge shall form a charge on the Properties and shall rank in priority to all other security interests, trusts, liens, mortgages, charges and encumbrances and claims of secured creditors, statutory or otherwise, (collectively, the "**Encumbrances**"), in favour of any Person, save and except for any Person who is a third-party *bona fide* Person, which exception includes, but is not limited to, those Persons with *bona fide* registered charges as of the date of this Order. The Sales Officer's Charge shall also not rank in priority to any pre-existing interests by other legal or beneficial owners of the Properties, provided they are a third-party *bona fide* Person.

16. THIS COURT ORDERS that the Sales Officer shall be entitled, on a subsequent application on notice to those Persons likely to be affected thereby, to seek priority of the Sales Officer's Charge ahead of any Encumbrances over which the Sales Officer's Charges have not obtained priority.

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

FUNDING OF THE SALES OFFICER

18. THIS COURT ORDERS that the Sales Officer be at liberty and it is hereby empowered to borrow from the Plaintiff, or any of its affiliates or related entities, 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 Sales Officer by this Order, including interim expenditures. The whole of the Properties shall be and is hereby charged by way of a fixed and specific charge (the "**Sales Officer's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon. The Sales Officer's Borrowing Charge shall rank in priority to the Encumbrances, in favour of any Person, save and except for any Person who is a third-party

bona fide Person, which exception includes, but is not limited to, those Persons with *bona fide* registered charges as of the date of this Order. The Sales Officer's Borrowing Charge shall also not rank in priority to any pre-existing interests by other legal or beneficial owners of the Properties, provided they are a third-party *bona fide* Person.

19. THIS COURT ORDERS that the Sales Officer shall be entitled, on a subsequent application on notice to those Persons likely to be affected thereby, to seek priority of the Sales Officer's Borrowing Charge ahead of any Encumbrances over which the Sales Officer's Borrowing Charge have not obtained priority.

20. THIS COURT ORDERS that neither the Sales Officer's Borrowings Charge nor any other security granted by the Sales Officer in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

SERVICE AND NOTICE

22. 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/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) 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.

23. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Sales Officer 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 creditors or other interested parties at their respective addresses as

last shown on the records of the Debtor 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

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

25. 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 Sales Officer 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 Sales Officer, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Sales Officer and its agents in carrying out the terms of this Order.

26. THIS COURT ORDERS that the Sales Officer 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 Sales Officer 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.

27. THIS COURT ORDERS that the Plaintiff shall have against the Debtor its full indemnity costs of the First Motion in the amount of $41,918.50 to be paid by the Sales Officer from the Debtor's interest in the proceeds of sale of the Properties with such priority and at such time as this Court may determine.

28. THIS COURT ORDERS that the Plaintiff shall have against all Defendants, jointly and severally, its full indemnity costs of the Second Motion in the amount of $80,995.00. The Plaintiff may be paid such amounts by the Sales Officer from the sale of the Properties with such priority and at such time as this Court may determine.

29. 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 Sales Officer 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.

Justice FL Myers

Digitally signed by Justice FL Myers
Date: 2026.06.18 14:19:11 -04'00'

SCHEDULE "A"

THE PROPERTIES

Property Type	Owner	Property Address
Commercial	1000751013 Ontario Inc	50 Centennial Rd, Orangeville, ON
Commercial	1000823296 Ontario Inc 1000952329 Ontario Inc 1000952336 Ontario Inc	10150 Pine Valley Dr, Vaughan, ON 10180 Pine Valley Dr, Vaughan, ON 10220 Pine Valley Dr, Vaughan, ON
Commercial	Swift Car Wash Cambridge	408 Hespeler Rd, Cambridge, ON
Commercial	RSG Mayfield Inc	0 Mayfield Road
Commercial	RSG Oakville Holdings Inc	550 Kerr St, Oakville, ON
Farm Land	1000234646 Ontario Inc	10339 Sodom Rd, Niagara Falls, ON
Farm Land	1000269221 Ontario Inc	Willoughby/Marshall Dr, Niagara Falls, ON
Farm Land	1000227494 Ontario Inc	3775 Miller Rd, Niagara Falls, ON
Farm Land	1000234561 Ontario Inc.	3944 Miller Rd, Niagara Falls, ON
Farm Land	1000255918 Ontario Inc	4102 Marshall Rd, Niagara Falls, ON
Farm Land	2866563 Ontario Inc	143 Highway 32 Ganaoque Way, Ganaoque, ON
Farm Land	1000105486 Ontario Inc	4952 Seventh Line, Guelph, Guelph, ON
Residential	Avtar Singh Grewal	5 Studley St, Mississauga, ON
Residential	1000948073 Ontario Inc	6902 Mayfield Rd, Caledon, ON
Residential	1000948084 Ontario Inc	8114 Mayfield Rd, Caledon, ON
Residential	Avtar Grewal, Baljeet Grewal	315-1139 Cooke Blvd, Burlington, ON

SCHEDULE "B"

SALES OFFICER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that [SALES OFFICER'S NAME], the receiver (the "Sales Officer") of the Properties—as defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order")—appointed by the Court in the Order and made in an action having Court file number CV-26-00007954-00CL, has received from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $100,000.00 which the Sales Officer 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 Sales Officer pursuant to the Order or to any further order of the Court, a charge upon the whole of the Properties, subject to the priority of the charges set out in the Order, and the right of the Sales Officer to indemnify itself out of such Properties 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 Sales Officer 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 Sales Officer to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Sales Officer 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__.

[SALES OFFICER'S NAME], solely in its capacity as Sales Officer of the Properties, and not in its personal capacity

Per: _____

Name:

Title:

Appendix B

AlixPartners

First Report of AlixPartners Advisory, Inc. as Sales Officer in the Matter of WIGI Restructured Bond Corporation v. 1000234566 Ontario Inc. et al.

July 10, 2026

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AlixPartners

COURT FILE NO.: CV-26-00007954-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

WIGI RESTRUCTURED BOND CORPORATION

PLAINTIFF

- AND -

1000234566 ONTARIO INC., AMRINDER SINGH MANGAT, AVTAR SINGH GREWAL, ARANDEEP GREWAL, RSG LAW PROFESSIONAL CORPORATION, AND DAVINDER KHATTRA

DEFENDANTS

FIRST REPORT OF
ALIXPARTNERS ADVISORY, INC.
AS SALES OFFICER

JULY 10, 2026

1.0 Introduction

1. Pursuant to the Order granted by the Honourable Justice Myers in these proceedings on June 12, 2026 (the "**Appointment Order**"), AlixPartners Advisory, Inc. ("**AlixPartners**") was appointed as sales officer (in such capacity, and not in its personal, corporate or any other capacity, the "**Sales Officer**") over certain real properties (the "**Properties**") in which Amrinder Singh Mangat, Avtar Singh Grewal, Arandeep Grewal and certain related entities have an interest. The Properties are defined and described in the Appointment Order and summarized in a table in section 2.0 below. A copy of the Appointment Order is attached as **Appendix "A".**

2. The primary objective of these proceedings is for the Sales Officer to sell the Properties and, in the case of 8114 Mayfield (as defined in the Appointment Order), to review and determine claims against the proceeds of the sale of that property with a view to facilitating a distribution of the proceeds.

3. This first report to the court (the "**Report**") is filed by AlixPartners in its capacity as Sales Officer.

1.1 Purposes of this Report

1. The purposes of this Report are to:

   a) provide background information about these proceedings;

   b) summarize the sale of 8114 Mayfield;

   c) describe the claims process (the "**8114 Mayfield Claims Process**") for the proceeds of 8114 Mayfield that the Sales Officer developed in consultation with stakeholders; and

   d) recommend that the Court make an Order:

      i. validating service of the Sales Officer's motion materials;

      ii. implementing the 8114 Mayfield Claims Process;

      iii. granting the Sales Officer and its counsel a first charge (in priority to all other claims) on the Payment (as defined below) in respect of its fees and disbursements incurred in connection with preparing and executing the 8114 Mayfield Claims Process; and

      iv. approving this Report and the Sales Officer's conduct and activities as set out herein.

1.2 Restrictions

1. In preparing this Report, the Sales Officer has relied upon information (collectively, the "**Information**"), including information compiled and provided by the plaintiff in the within proceedings and information obtained from the Land Registry Office.

2. The Sales Officer has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

3. The Sales Officer expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Sales Officer in preparing this Report.

2.0 Overview of the proceedings

1. On a motion by WIGI Restructured Bond Corporation ("**WIGI**") heard on April 23, 2026, Justice Myers made an order (the "***Mareva* Order**") imposing a *Mareva* injunction against certain of the defendants in the within proceeding. A copy of the *Mareva* Order is attached hereto as **Appendix "B"**.

2. The defendants in the within proceeding are Amrinder Singh Mangat, Avtar Singh Grewal, Arandeep Grewal, Davinder Khattra and certain related companies including 1000234566 Ontario In. ("**4566 Ontario**").

3. WIGI is a creditor of 4566 Ontario.

4. Based on its review of the court materials, the Sales Officer understands that this proceeding arose in connection with WIGI's allegation that the defendants (or certain of them) had engaged in fraudulent activity to defeat WIGI's ability to recover amounts owing to it from 4566 Ontario.

5. On May 15, 2026, WIGI and certain of the defendants entered into a settlement agreement with WIGI that required Avtar Singh Grewal ("**Avtar**") to make certain payments to WIGI by May 22, 2026.

6. The endorsement of Justice Myers dated May 25, 2026 states that Avtar failed to make the required payments to WIGI and, as a result, on May 25, 2026, Justice Myers granted judgment in favour of WIGI as against Avtar. A copy of the endorsement of Justice Myers and related order granting such judgment are attached hereto as **Appendices "C" and "D**,**"** respectively.

7. The Sales Officer further understands that WIGI discovered that three properties in which Avtar had an interest were listed or sale, which resulted in WIGI moving to have AlixPartners appointed as Sales Officer in respect of the Properties. The Properties are summarized in the table below:

Property Type	Owner(s)	Property Address
Commercial	1000751013 Ontario Inc	50 Centennial Rd, Orangeville, ON
Commercial	1000823296 Ontario Inc 1000952329 Ontario Inc 1000952336 Ontario Inc	10150 Pine Valley Dr, Vaughan, ON 10180 Pine Valley Dr, Vaughan, ON 10220 Pine Valley Dr, Vaughan, ON
Commercial	Swift Car Wash Cambridge	408 Hespeler Rd, Cambridge, ON
Commercial	RSG Mayfield Inc	0 Mayfield Road
Commercial	RSG Oakville Holdings Inc	550 Kerr St, Oakville, ON
Farm Land	1000234646 Ontario Inc	10339 Sodom Rd, Niagara Falls, ON
Farm Land	1000269221 Ontario Inc	Willoughby/Marshall Dr, Niagara Falls, ON
Farm Land	1000227494 Ontario Inc	3775 Miller Rd, Niagara Falls, ON
Farm Land	1000234561 Ontario Inc.	3944 Miller Rd, Niagara Falls, ON
Farm Land	1000255918 Ontario Inc	4102 Marshall Rd, Niagara Falls, ON

Property Type	Owner(s)	Property Address
Farm Land	2866563 Ontario Inc	143 Highway 32 Ganaoque Way, Ganaoque, ON
Farm Land	1000105486 Ontario Inc	4952 Seventh Line, Guelph, Guelph, ON
Residential	Avtar Singh Grewal	5 Studley St, Mississauga, ON
Residential	1000948073 Ontario Inc	6902 Mayfield Rd, Caledon, ON

8. Copies of the endorsements of Justice Myers dated June 3 and 12, 2026 in connection with the Appointment Order are attached hereto as **Appendices "E"** and **"F**,**"** respectively.

3.0 8114 Mayfield

1. One of the properties in which Avtar had an interest and which was disclosed to WIGI is 8114 Mayfield. 8114 Mayfield is a parcel of land located in Caledon, Ontario with the following legal description: PT LT 1 CON 5 ALBION AS IN RO690637; EXCEPT PART 1 43R38637; TOWN OF CALEDON

2. Justice Myers' June 12, 2026 endorsement notes that Avtar says he owns 50% of the shares in 1000948084 Ontario Inc. (the "**8114 Owner**"), which entity owned 8114 Mayfield.

3. The Sales Officer understands from a review of the endorsement that the 8114 Owner sold 8114 Mayfield to His Majesty the King in right of Ontario (the "**8114 Mayfield Transaction**").

4. The Appointment Order permitted the 8114 Mayfield Transaction to close provided that the sale proceeds were paid into Court net of a holdback to satisfy realty tax arrears and legal fees (the "**Payment**"). The Appointment Order directed the Sales Officer to develop a claims process to determine the validity and priority of claims against the Payment.

5. The Sales Officer has been advised by the relevant stakeholders that the 8114 Mayfield Transaction closed on June 26, 2026 and that the Payment was paid into Court, in the amount of $22,390,745.31

6. According to the parcel register for 8114 Mayfield, the following claims are registered against 8114 Mayfield (none of which has been verified by the Sales Officer as of the date of this Report):

Creditor Name(s)	Quantum[1]
1079283 Ontario Inc.	$12,800,000.00
Madz Family Holdings Inc.	$1,699,962.75
Sajnik Holdings Inc.	$1,699,962.75
Addison Wealth Management Inc.	$3,399,925.50

7. A copy of the parcel register for 8115 Mayfield, dated June 3, 2026, is attached hereto as **Appendix "G."**

4.0 The 8114 Mayfield Claims Process

1. In accordance with Justice Myers' direction, the Sales Officer has developed a claims process in consultation with stakeholders. In particular, the Sales Officer has consulted with and obtained input from counsel to WIGI, counsel to Madz Family Holdings Inc. and Sajnik Holdings Inc. and counsel to Addison Wealth Management Inc.

2. The proposed 8114 Mayfield Claims Process is summarized below (capitalized terms not otherwise defined below adopt the definition given to them in the Sales Officer's draft order, which is attached hereto as **Appendix "H"**):

   a) following the granting of the order, the Sales Officer shall cause notice of the order to be sent to Persons with interests registered on title to 8114 Mayfield and to the Service List;

   b) each party wishing to assert a Claim shall file a Proof of Claim on or before August 6, 2026, being the Claims Bar Date. With the exception of the Plaintiff and the Owner, any Person who does not file a Proof of Claim by the Claims Bar Date shall be forever barred from asserting or enforcing any Claim against the Payment;

   c) following the Claims Bar Date, the Sales Officer shall serve all Proofs of Claim to the Claimants;

[1] Reflecting the principal amount of the claim only.

d) after receipt of the Proofs of Claim submitted by other Claimants, any Claimant may respond to another Claimant's Claim by filing a Claim Response with the Sales Officer and the Claimant who filed the Claim, together with any applicable supporting documentation. A Claim Response must be filed by the Response Bar Date, being the first Business Day that is five Business Days after a Claimant is served with the Proofs of Claim filed by the other Claimants;

e) unless a Claimant files a Claim Response to a Claim by the Response Bar Date, that Claimant is precluded from disputing the Sales Officer's determination in respect of that Claim;

f) the Sales Officer shall review all Proofs of Claim and Claim Responses delivered in accordance with the deadlines prescribed in the 8114 Mayfield Claims Process and either accept, revise or disallow (in whole or in part) the quantum of each Claim set out in the Proofs of Claim. The Sales Officer shall deliver Notices of Acceptance, Revision or Disallowance to the Claimant and the Service List;

g) either a Claimant or a Responding Claimant can dispute a Notice of Acceptance, Revision or Disallowance by delivering a Notice of Dispute to the Sales Officer by no later than 5:00 PM on the first Business Day which is ten Business Days after delivery of the Notice of Acceptance, Revision or Disallowance to the Claimant or Responding Claimant, as the case may be, or such later date as the Sales Officer may agree in writing or the Court may order, such date being the Dispute Bar Date;

h) where a Claimant and/or Responding Claimant files a Notice of Dispute in respect of the Sales Officer's determination, and the parties are not able to resolve the dispute consensually, the dispute shall be determined by the Court on a Review Motion;

i) the Review Motion shall proceed as an appeal of the Sales Officer's determination set out in the Notice of Acceptance, Revision or Disallowance and not a de novo hearing. The only parties with standing to make submissions at such a Review Hearing shall be the Sales Officer, the Claimant and the Responding Claimant(s) (if any). There shall be no appeal from the Court's decision in a Review Motion; and

j) Once all Claims have been finally resolved through the Claims Process, the Sales Officer will bring a motion seeking approval for the distribution of Proven Claims of secured Claimants who are arm's length to the defendants.

3. Following the contemplated distribution to secured Claimants, the Sales Officer anticipates that it will then determine appropriate next steps with respect to the balance of the Payment depending on, among other things, the quantum of the Payment remaining and, if there are surplus proceeds to which the 8114 Owner would ordinarily be entitled, how best to address the distribution of those proceeds in light of the fact that Avtar, a shareholder of the 8114 Owner, is alleged to have defrauded his creditors and is subject to judgment in favour of WIGI in the amount of $4,378,150.83.

4. The Sales Officer submits that the proposed 8114 Mayfield Claims Process is appropriate in the circumstances and recommends that the Court implement it by making an order in the form sought by the Sales Officer. In particular, the Sales Officer notes as follows:

    a) the Sales Officer has consulted with stakeholders in development of the 8114 Mayfield Claims Process;

    b) the 8114 Claims Process balances the need for an efficient process that will facilitate distributions to creditors as soon as reasonably possible with the need to provide all stakeholders with a robust opportunity to be heard in connection with the Sales Officer's determination;

    c) in the Sales Officer's view, the Claims Process will be far more efficient and cost effective if the Sales Officer's determination of Claims be afforded deference from the Court and not be subject to review on a *de novo* basis. In the Sales Officer's view, if its determination of a Claim was not afforded deference and a party could simply seek a new *de novo* hearing, this would limit the purpose and utility of the claims process;

    d) the Sales Officer is a neutral, Court-appointed officer with significant expertise in running claims processes through mandates as receiver, trustee in bankruptcy and monitor under the *Companies' Creditors Arrangement Act*; and

    e) while individual claimants may object to certain components of the 8114 Mayfield Claims Process, the Sales Officer has developed the process with a view to balancing the various (and sometimes conflicting) interests and objectives of stakeholders.

5. The order sought by the Sales Officer also contemplates that the Sales Officer be granted a first charge on the Payment, in priority to all other claims against the Payment, to secure the Sales Officer's fees and disbursements and the fees and disbursements of its counsel in connection with the preparation and execution of the 8114 Mayfield Claims Process, which claims process was specifically contemplated to be administered by the Sales Officer in the Appointment Order and the Endorsement of Justice Myers dated June 12, 2026.

6. The Sales Officer submits and recommends that such a charge is appropriate to secure its fees, and those of its counsel, for the work that it will complete for the benefit of stakeholders in facilitating the distribution of the Payment to claimants. These efforts will benefit all parties asserting a claim against the Payment.

5.0 Order Requested

1. The Sales Officer respectfully recommends that the Court grant the relief described in paragraph 1.1(1) of this Report.

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
SOLELY IN ITS CAPACITY AS SALES OFFICER
IN THE MATTER OF WIGI RESTRUCTURED BOND
CORPORATION V. 1000234566 ONTARIO INC. ET AL.

Appendix C

AlixPartners

Second Report of AlixPartners Advisory, Inc. as Sales Officer in the Matter of WIGI Restructured Bond Corporation v. 1000234566 Ontario Inc. et al.

October 9, 2026

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AlixPartners

COURT FILE NO.: CV-26-00007954-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

WIGI RESTRUCTURED BOND CORPORATION

PLAINTIFF

- AND -

1000234566 ONTARIO INC., AMRINDER SINGH MANGAT, AVTAR SINGH GREWAL, ARANDEEP GREWAL, RSG LAW PROFESSIONAL CORPORATION, AND DAVINDER KHATTRA

DEFENDANTS

SECOND REPORT OF
ALIXPARTNERS ADVISORY, INC.
AS SALES OFFICER

OCTOBER 9, 2026

1.0 Introduction

1. Pursuant to the Order granted by the Honourable Justice Myers in these proceedings on June 12, 2026 (the "**Appointment Order**"), AlixPartners Advisory, Inc. ("**AlixPartners**") was appointed as sales officer (in such capacity, and not in its personal, corporate or any other capacity, the "**Sales Officer**") over certain real properties (the "**Properties**") in which Amrinder Singh Mangat, Avtar Singh Grewal, Arandeep Grewal and certain related entities have an interest. The Properties are defined and described in the Appointment Order and summarized in a table in section 2.0 below. A copy of the Appointment Order is attached as **Appendix "A".**

2. The primary objective of these proceedings at this time is for the Sales Officer to realize on the Properties for the benefit of the applicable stakeholders. The Receiver may also be required to investigate the transactions that gave rise to acquisition of the Properties by their current owners and how the Properties were financed.

3. This second report to the court (the "**Report**") is filed by AlixPartners in its capacity as Sales Officer.

1.1 Purposes of this Report

4. The purposes of this Report are to:

   a) provide background information about these proceedings;

   b) describe the prospective amendment and expansion of the Sales Officer's mandate, pursuant to the direction of Justice Myers, as set out in a proposed Amended and Restated Receivership Order (the "**ARRO**"), described in greater detail below, including changing the entity acting as Court Officer in these proceedings from AlixPartners Advisory, Inc. to AlixPartners Restructuring, Inc., being the entity in the AlixPartners group which holds the Trustee's license issued by the Office of the Superintendent of Bankruptcy (Canada);

   c) provide an update to stakeholders on the Sales Officer's activities, including the Sales Officer's review of claims in connection with the 8114 Mayfield Claims Process;

   d) provide an overview of the Proposed Settlement (as defined below), including the Sales Officer's preliminary concerns in respect thereof; and

   e) recommend that the Court make Orders:

      i. implementing the ARRO;

      ii. directing the Notice Parties (as defined below) to comply with the Sales Officer's demands to provide the Sales Officer with certain records; and

      iii. approving this Report and the Sales Officer's conduct and activities as set out herein.

1.2 Restrictions

5. In preparing this Report, the Sales Officer has relied upon information available in the public domain, information compiled and provided by the plaintiff in the within proceedings, information obtained from the Land Registry Office, information contained in Court filings submitted by parties to this proceeding and information provided to the Sales Officer by stakeholders of the Properties (the "**Information**").

6. The Sales Officer has not audited, reviewed or otherwise verified the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

7. The Sales Officer expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Sales Officer in preparing this Report.

2.0 Overview of the proceedings

8. On a motion by WIGI Restructured Bond Corporation ("**WIGI**") heard on April 23, 2026, Justice Myers made an order (the "***Mareva* Order**") imposing a *Mareva* injunction against certain of the defendants in the within proceeding. A copy of the *Mareva* Order is attached hereto as **Appendix "B"**.

9. The defendants in the within proceeding are Amrinder Singh Mangat, Avtar Singh Grewal, Arandeep Grewal, Davinder Khattra and certain related companies, including 1000234566 Ontario In. ("**4566 Ontario**").

10. WIGI is a creditor of 4566 Ontario.

11. Based on its review of the court materials, the Sales Officer understands that this proceeding arose in connection with WIGI's allegation that the defendants (or certain of them) had engaged in fraudulent activity to defeat WIGI's ability to recover amounts owing to it from 4566 Ontario.

12. On May 15, 2026, WIGI and certain of the defendants entered into a settlement agreement that required Avtar Singh Grewal ("**Avtar**") to make certain payments to WIGI by May 22, 2026.

13. The endorsement of Justice Myers dated May 25, 2026 states that Avtar failed to make the required payments to WIGI and, as a result, on May 25, 2026, Justice Myers granted judgment in favour of WIGI as against Avtar. A copy of the endorsement of Justice Myers and related order granting such judgment are attached hereto as **Appendix "C".**

14. The Sales Officer further understands that WIGI discovered that three properties in which Avtar had an interest were listed for sale, which resulted in WIGI moving to have AlixPartners appointed as Sales Officer in respect of the Properties.

15. Copies of the endorsements of Justice Myers dated June 3 and 12, 2026 in connection with the Appointment Order are attached hereto as **Appendix "D"**.

16. The Properties that are the subject of the current Appointment Order are described in greater detail below.

2.1 Potential settlement between WIGI and the defendants

17. On October 6, 2026, counsel to WIGI advised counsel to the Sales Officer and other stakeholders that WIGI had reached a settlement agreement with Avtar, Rajvinder Grewal, and other defendants in the within proceeding (the "**Proposed Settlement**"). Under the proposed settlement, WIGI would be seeking to terminate the *Mareva Order* against certain of the defendants, including Avtar. WIGI also advised that Rajvinder Grewal intended to bring a motion seeking to discharge the Sales

Officer. A copy of the email from WIGI's counsel to the Service List for this matter is attached hereto as **Appendix "E"**.

18. On October 8, 2026, WIGI delivered an aide memoire to the service list which included a copy of the Proposed Settlement and described relief that WIGI would seek at a case conference scheduled for October 13, 2026 before Justice Dunphy. A copy of WIGI's aide memoire is attached hereto as **Appendix "F".**

19. Per WIGI's aide memoire, the Sales Officer understands that the Proposed Settlement contemplates that WIGI will be paid the all-inclusive amount of $4,706,228.86 according to the following terms:

    a) WIGI will be paid $2.1 million upon Court approval of the settlement from funds being held in trust by Adair Goldblatt Bieber LLP and George Street Law Group LLP;

    b) WIGI will be paid $900,000 upon Court approval of the settlement from funds held in a BMO account over which Avtar has control;

    c) Once WIGI is paid this sum of $3 million:

        i. WIGI will seek a case conference to terminate the *Mareva* Order as against Avtar and Amrinder Singh Mangat, but not the other defendants; and

        ii. The defendants will bring a motion seeking to discharge the Sales Officer, which motion WIGI will support; and

    d) The remaining balance of the funds must be paid to WIGI within 45 days of any Court decision on the motion to discharge the Sales Officer.

20. The Sales Officer raises the following preliminary concerns with the Proposed Settlement:

    a) First, stakeholders and the Court lack satisfactory disclosure about the underlying source of the funds from which the defendants propose to make the settlement payments. In the absence of this disclosure, the Sales Officer cannot be satisfied: (i) with the propriety of the funds including whether the funds may have come into the defendants' possession in furtherance of the fraudulent activity alleged against them; (ii) that other stakeholders do not have a competing or, perhaps, priority claim to any of those funds or (iii) that the payment of the funds to one creditor will not result in an improper preference in the circumstances, particularly given the multitude of allegations of impropriety against the defendants. The lack of disclosure is exacerbated by the fact that the owners of the Properties have failed to comply with information requests ("**Information Requests**") made by the Sales Officer concerning the Properties, as

described further below in section 6.0 of this report and that, to the Sales Officers' knowledge, the defendants have not fully complied with their information disclosure obligations under the *Mareva* Order. Given that the defendants have not complied with the Information Requests or other disclosure obligations, it is highly concerning that they have purported to find over $4 million to resolve one matter and to seek a discharge of the Mareva Order; andSecond, in considering whether the *Mareva Order* should be discharged, the Sales Officer notes that other stakeholders in litigation involving Avtar and the other defendants may have taken comfort in the *Mareva Order* and corresponding "no dealing" notations on the parcel registers for the implicated properties. Had the *Mareva Order* not been in place, the Sales Officer understands that other parties may have sought similar orders against Avtar and the other defendants.

3.0 Related Proceedings

21. Since the Court made the Appointment Order, several parties have contacted the Sales Officer to advise of existing or contemplated enforcement proceedings against the Properties described in the Appointment Order or other real property owned by the defendants to the within proceeding or related parties related to them.

22. The Sales Officer's understanding of these related proceedings is set out in the following table and described in greater detail below:

Creditor	**Proceeding Type [Court File No., if any]**	**Property(ies) [Registered Owner]**	**Currently part of existing Sales Officer mandate?**	**Pleadings Located in Appendix**
WIGI	Power of sale	Properties located in Niagara Falls	Yes	**G**
First Source Financial Management Inc. and Owemanco Mortgage Holding Corporation	Application to appoint receiver [CL-26-00000317-0000]	50 Centennial Road, Orangeville [10007515013 Ontario Inc.]	Yes	**H**
CIBC	Application to appoint receiver scheduled for November 3, 2026 [CL-26-00000388-0000]	Three properties, including 550 Kerr	Partially (550 Kerr)	**I**
National Bank	Action for damages [CL-26-00000295-000]	Four properties	No	**J**

Creditor	Proceeding Type [Court File No., if any]	Property(ies) [Registered Owner]	Currently part of existing Sales Officer mandate?	Pleadings Located in Appendix
Vector Financial Services Limited et al.	Action to appoint receiver [CV-26-00003626-0000]	0 Mayfield Road	Yes	**K**
SEI Capital Inc.	None	The Pine Valley Properties (defined below)	Yes	**L**
Computershare Trust Company of Canada	Power of sale	5 Studley St	Yes	**M**
The "**Cesana Claimants**"[1]	Action to appoint receiver [CL-26-00000304-0000]	40 properties	Partially (13 properties)	**N**
Madz Family Holdings Inc. and Sajnik Holdings Inc.	Action for damages [CV-26-00016292-0000]	8114 Mayfield	Yes	**O**

23. One of the parties that contacted the Sales Officer in connection with the foregoing, First Source Financial Management Inc. ("**First Source**"), commenced an application for the appointment of TDB Restructuring Limited as receiver of 10007515013 Ontario Inc. (the "**50 Centennial Owner**"). The 50 Centennial Owner is the registered owner of real property with the municipal address 50 Centennial Road, Orangeville, Ontario ("**50 Centennial**"), one of the Properties that is the subject to the Sales Officer's mandate.

24. On July 24, 2026, counsel to First Source, the Sales Officer and other stakeholders attended a case conference before Justice Myers. In his endorsement issued in connection with this case conference, Justice Myers directed the Sales Officer to develop a process for managing these overlapping proceedings. A copy of Justice Myers July 24, 2026 endorsement is attached hereto as **Appendix "P"**.

25. As directed by Justice Myers, the Sales Officer has engaged with stakeholders to develop the protocol discussed below in Section 4 to protect the interests of stakeholders in connection with the foregoing properties and ancillary proceedings against related parties.

[1] Mark Cesana, Danilo Cesana, Marco Drigo, The Cesana Family Corporation, Cliff Rajkumar, Guycan Aluminum Ltd., Joe Panetta, Janet Cesana, Alexei Tsvetkov, Anasec Holdings Limited, 1000568713 Ontario Inc., 877534 Ontario Ltd., Enovest Holdings Inc., Randy Deonarain, Hawk Haven Homes Ltd., Josdan Limited, Zolotoff Management Corp., and Drimar Holdings Inc.

26. The Sales Officer, together with numerous stakeholders in this and related proceedings, then attended a case conference before Justice Myers on September 16, 2026. At that case conference, Justice Myers scheduled this motion for October 22, 2026. A copy of Justice Myers' endorsement is attached hereto as **Appendix "Q"**.

4.0 The ARRO

27. In consultation with stakeholders and as directed by Justice Myers, the Sales Officer prepared the proposed protocol which is set out in the ARRO attached hereto as **Appendix "R"**.

28. In general, the ARRO reflects the following approach by the Sales Officer (which title is to be changed to Receiver under the ARRO):

    a) AlixPartners Advisory, Inc. is substituted as Receiver for AlixPartners Restructuring, Inc. Unlike AlixPartners Advisory, Inc., AlixPartners Restructuring, Inc. is licensed to act as an insolvency trustee. The Receiver is of the view that such a substitution is appropriate to minimize the need for further administrative steps in the event that it becomes advantageous to vary the terms of the Receiver's mandate such that it is appointed pursuant to the *Bankruptcy and Insolvency Act*, in addition to its current appointment pursuant to the *Courts of Justice Act*;

    b) where secured creditors have requested that their security be removed from the Receiver's mandate and the Receiver is satisfied that (1) the secured creditor has a *bona fide* charge on the real property and (2) there is a reasonable likelihood, based on evidence from the secured creditor, that the sale of the real property would not generate sufficient proceeds to satisfy *bona fide* secured claims against the real property or the costs of realizing on the real property would not be proportionate to the estimated value of the property, the Receiver has agreed to such removal (in which case the property is part of the "**Excluded Properties**," as defined in the ARRO), provided that the secured creditor:

        1. provides information and updates related to Excluded Property Enforcement (as defined in the ARRO) to the Receiver within a reasonable period of time after such information and/or update is requested from the Excluded Secured Creditor (as defined in the ARRO) by the Receiver;

        2. reports to the Receiver with an accounting of any proceeds generated through any Excluded Property Enforcement forthwith upon the Excluded Secured Creditor's receipt of same; and

3. to the extent that, after the payment of customary expenses and secured creditors, there remain proceeds from Excluded Property Enforcement payable to one or more of the Owners on account of a Receivership Interest, forthwith pays such proceeds to the Receiver; and

c) the Receiver's mandate is expanded in respect of the remaining real property to encompass all rights, title and interest to the property, as opposed to merely Avtar's interest in the same. This will provide the Receiver with maximum flexibility to conserve and realize upon these properties for the benefit of stakeholders, particularly in light of the allegations of fraud and asset dissipation made against the defendants in this proceeding.

29. The Receiver's analysis with respect to each property that is the subject of its current mandate and expanded mandate, as contemplated by the proposed ARRO, is set out below.

30. On the whole, the Receiver is of the view that, given the serious allegations of fraud against the Defendants, it is reasonable and appropriate that the Receiver's mandate be varied in accordance with the ARRO to ensure that the Receiver has an unrestrained ability to take conservatory measures in relation to the Properties and to permit the Receiver to determine parties' lawful entitlement to the proceeds of the Properties through a Court-supervised process.

31. In recognition that the ARRO deals with numerous different Properties and stakeholders, the ARRO makes provision for:

a) the segregation of funds related to each of the Properties in separate bank accounts to be maintained by the Receiver;

b) attribution of professional fees and disbursements incurred by the Receiver and its counsel to individual Properties; and

c) a charge on the Properties for the professional fees and disbursements of the Receiver, which charge is to be in priority to all other security interests. On a given property, such charge will be limited to fees and disbursements incurred by the Receiver which relate to the administration of that property, provided that fees and expenses of a general nature that may be applicable to all Properties shall be secured by a charge in favour of the Receiver and its counsel on all of the Properties on an equal basis.

4.1 Real property subject to existing mandate

32. Since the date of the Appointment Order, the Sales Officer has worked to gather information concerning the Properties and their registered owners, including by:

    a) obtaining listing proposals in respect of the Properties from Colliers and Jones Lang LaSalle Real Estate Services, Inc.;

    b) obtaining parcel registers for the Properties;

    c) obtaining corporate profile reports for the registered owners of the Properties, where they are corporations;

    d) sending the Information Requests (as defined and described in greater detail below) to the registered owners of the Properties and/or their counsel, requesting production of information relevant to the Properties; and

    e) corresponding with stakeholders of the Properties.

33. Based on the documents, information and feedback that the Sales Officer has reviewed in connection with the foregoing, including the information from the potential listing brokers, the Sales Officer makes the following observations and recommendations concerning each of the Properties and the scope of the Sales Officer's authority in connection with the same.

4.2 50 Centennial Road

34. The real property municipally known as 50 Centennial Road, Orangeville, Ontario is owned by 1000751013 Ontario Inc. (the "**50 Centennial Owner**"). The 50 Centennial Owner appears to be controlled or strongly influenced by Avtar, who is one of the company's two directors. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

35. 50 Centennial is a commercial property of 3.43 acres. It has an approximately 14,000 square foot industrial building, comprising of approximately 40% office space.

36. A copy of the parcel register for 50 Centennial is attached hereto as **Appendix "S"**.

37. As set out in the parcel register, 50 Centennial is subject to the following security interests:

    a) a first charge in favour of First Source and Owemanco Mortgage Holding Corporation in the amount of $6,552,000; and

    b) a second charge in favour of the Cesana Claimants in the amount of $8,384,755.

38. A copy of the corporate profile report for the 50 Centennial Owner is attached hereto as **Appendix "T"**.

39. As noted above, First Source had commenced an application seeking the appointment of TDB Restructuring Limited as receiver of the 50 Centennial Owner.

40. This application was originally scheduled to be heard on September 28, 2026, however, the Court adjourned the hearing of the application at the request of First Source and the Cesana Claimants. A copy of the Court's endorsement to this effect is attached hereto as **Appendix "U"**.

41. The Court was advised at the September 28th hearing that First Source and the Cesana Claimants are discussing the possibility of the Cesana Claimants taking an assignment of First Source's mortgage charge and that, should this occur, the Cesana Claimants will not be seeking to exclude this Property from the Sales Officer's mandate.

4.3 The Pine Valley Drive Properties

42. The real property municipally known as 10150, 10180 and 10220 Pine Valley Drive, Vaughan, Ontario (collectively, the "**Pine Valley Drive Properties**") are owned by 1000823296 Ontario Inc., 1000952329 Ontario Inc. and 1000952336 Ontario Inc., respectively (the "**Pine Valley Owners**"). The Pine Valley Owners appear to be controlled by Avtar, who is the sole director for each of the companies. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

43. The Pine Valley Drive Properties are commercial properties located in Vaughan, Ontario.

44. Copies of the parcel registers for the Pine Valley Drive Properties are attached hereto as **Appendix "V"**.

45. As set out in these parcel registers, the Pine Valley Drive Properties are subject to the following security interests:

    a) a first charge in the amount of **$8,000,000** in favour of SEI Capital Inc. ("**SEI**");

    b) a second charge in the amount of **$2,610,000** in favour of Sukhwinder Singh Khun-Khun, Mangal Singh Nijjar, Surinder Pal Singh Dham, 1509238 Ontario Ltd., IEJ Holdings Inc.; Manpreet Toor, Manjit Kaur Singh, Jaipur McQueen Plaza Inc., Arti Bhalla, Ravinderpal Singh; and

    c) a third charge in the amount of **$18,788,000** in favour of certain of the Cesana Claimants.

46. Copies of the corporate profile report for the Pine Vally Owners are attached hereto as **Appendix "W"**.

47. The Sales Officer has requested identification of the shareholders for the owner corporations but has not yet received a response.

48. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to the Pine Valley Properties, as opposed to the interest of Avtar in the same. This is because:

    a) The properties appear to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) The Pine Valley Owners appear to be controlled by Avtar, who, as noted, is its sole director, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to the Pine Valley Properties to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

49. SEI, the first mortgagee, has advised the Sales Officer that it is of the view that it is not practical for the Pine Valley Drive Properties to be included in the Sales Officer's mandate and that, accordingly, SEI requests that the Pine Valley Driver Properties be Excluded Properties under the ARRO. On October 5, 2026, SEI filed a motion to, *inter alia*, exclude the Pine Valley Drive Properties from these proceedings. The Sales Officer is considering its position in connection with this request and intends to file supplementary materials addressing the same shortly.

4.4 6902 Mayfield

50. The real property municipally known as 6902 Mayfield Road, Caledon Ontario ("**6902 Mayfield**") is owned by 1000948073 Ontario Inc. (the "**6902 Mayfield Owner**"). The 6902 Mayfield Owner appears to be controlled by Avtar as its sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

51. 6902 Mayfield is an agricultural property located in Caledon, Ontario. 6902 Mayfield is 5.34 acres and is currently being used for the storage of trailers.

52. A copy of the parcel register for 6902 Mayfield is attached hereto as **Appendix "X"**.

53. As set out in the parcel register, 6902 Mayfield is subject to the following security interests:

    a) a first charge in the amount of $12,800,000 in favour of 1079283 Ontario Inc.;

    b) a second charge in the amount of $4,000,000 in favour of certain of the Cesana Claimants;

    c) a third charge in the amount of $1,000,000 in favour of Addison Wealth Management Inc.;

54. Copies of the corporate profile report for the 6902 Mayfield Owner is attached hereto as **Appendix "Y"**.

55. The Sales Officer has requested the identification of the shareholders for the owner corporation but has not yet received a response.

56. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 6902 Mayfield, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in addressing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; [

    b) As noted, the 6902 Mayfield Owner appears to be controlled by Avtar, its sole director, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 6902 Mayfield to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

4.5 8114 Mayfield

57. The real property municipally known as 8114 Mayfield Road, Caledon Ontario ("**8114 Mayfield**") was owned by 1000948084 Ontario Inc. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

58. 8114 Mayfield is an agricultural property located in Caledon, Ontario. It is 15.93 acres in size.

59. A copy of the parcel register for 8114 Mayfield is attached hereto as **Appendix "Z"**.

60. Copies of the corporate profile report for the registered owner of 8114 Mayfield is attached hereto as **Appendix "AA"**.

61. On June 26, 2026, 8114 Mayfield was sold to the Crown in Right of Ontario and the net proceeds of sale, being $22,390,745.31, have been paid into Court. Potential secured claims to the sale proceeds are currently being evaluated by the Sales Officer pursuant to the 8114 Mayfield Secured Claims Process Order (defined and described below).

4.6 408 Hespeler Road, Cambridge

62. The real property known as 408 Hespeler Road, Cambridge, Ontario ("**408 Hespeler**"), is owned by Swift Car Wash Cambridge Inc. (the "**408 Hespeler Owner**"). The 408 Hespeler Owner appears to be controlled by Avtar, who is the president and a director of the company. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

63. 408 Hespeler is a commercial property in Cambridge, Ontario. The lot size is 0.74 acres, and the total building area is 5,665 square feet. The property is a relatively newly built (2023) car wash facility that appears to be operated by Swift.

64. A copy of the parcel register for 408 Hespeler is attached hereto as **Appendix "BB"**.

65. As set out in the parcel register, 408 Hespeler is subject to the following security interests:

    a) a first charge in the amount of $7,500,000 in favour of Meridian Credit Union Limited ("**Meridian**");

    b) a second charge in the amount of $2,500,000 in favour of Smitty's Car Wash Canada Inc.;

    c) a third charge in the amount of $1,500,000 in favour of Jagtar Raman;

66. Copies of the corporate profile report for 408 Hespeler Owner is attached hereto as **Appendix "CC"**.

67. The Sales Officer has requested identification of the shareholders for Swift but has not yet received a response.

68. Meridian, the first mortgagee, has advised the Sales Officer that it believes 408 Hespeler should be an Excluded Property under the ARRO and that it wishes to appoint a separate receiver over Swift. The Sales Officer does not oppose such relief, but notes that the Sales Officer has not yet had the opportunity to review any evidence relating to Meridians' mortgage.

69. In the event that Meridian does not move to appoint a different receiver over Swift, the Sales Officer is prepared to oversee the operations of this facility should its mandate continue to include this property. Further to this, the ARRO contemplates that the Sales Officer would be appointed Receiver in respect of the property, assets and undertakings of Swift.

70. Counsel to the principals of Swift have contacted counsel to the Sales Officer to object to its inclusion in the Sales Officer's mandate. However, based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 408 Hespeler, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the 408 Hespeler Owner appears to be controlled by Avtar, who is a director and the president of the corporation, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 408 Hespeler to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

4.7 550 Kerr Street, Oakville

71. The real property known as 550 Kerr Street, Oakville, Ontario ("**550 Kerr**"), is owned by RSG Oakville Holdings Inc. (the "**550 Kerr Owner**"). The 550 Kerr Owner appears to be controlled by Avtar, who is the corporation's sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

72. 550 Kerr is a retail property located in Oakville, Ontario. The lot size is 2.015 acres, and the total building area is 40,489 square feet.

73. A copy of the parcel register for 550 Kerr is attached hereto as **Appendix "DD"**.

74. As set in the parcel register, 550 Kerr is subject to the following security interests:

    a) a first charge in the amount of $7,000,000 in favour of CIBC Mortgages Inc. ("**CIBC**");

    b) a second charge in the amount of $1,600,000 in favour of CIBC;

c) a third charge in the amount of $11,600,000 in favour of Your Neighbourhood Credit Union Limited;

d) a fourth charge in the amount of $1,600,000 in favour of Baljit Deol, McNalley Holdings Inc., Amrik Nijjar, and Nirmal Minhas; and

e) a fifth charge in the amount of $6,000,000 in favour of Avtar, then transferred to Josdan Limited, 1000568713 Ontario Inc., and 1000085765 Ontario Inc.;

75. Copies of the corporate profile report for the 550 Kerr Owner is attached hereto as **Appendix "EE"**.

76. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

77. CIBC, the first mortgagee, is seeking to appoint AlixPartners Restructuring, Inc. as receiver over this property under a separate receivership mandate. CIBC's receivership application is currently scheduled to be heard on November 3, 2026.

78. Accordingly, for conservatory purposes, the Sales Officer proposes that 550 Kerr be included in its expanded mandate pursuant to the ARRO, on the understanding that CIBC will move to transfer this mandate to its own receivership application in connection with the November 3, 2026 hearing in that matter.

4.8 10339 Sodom Road, Niagara Falls

79. The real property known as 10339 Sodom Road, Niagara Falls, Ontario ("**10339 Sodom**"), is owned by 1000234646 Ontario Inc. (the "**10339 Sodom Owner**"). The 10339 Sodom Owner appears to be controlled by Avtar, who is the company's sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

80. 10339 Sodom is an agricultural property (farmland) located in Niagara Falls, Ontario.

81. A copy of the parcel register for 10339 Sodom is attached hereto as **Appendix "FF"**.

82. As set out in the parcel register, 10339 Sodom is subject to the following security interests:

a) a first charge in the amount of $1,594,936 in favour of 1664531 Ontario Inc.; and

b) a second charge in the amount of $6,597,207 in favour of the Cesana Claimants.

83. A copy of the corporate profile report for the 10339 Sodom Owner is attached hereto as **Appendix "GG"**.

84. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

85. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 10339 Sodom, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the 10339 Sodom Owner appears to be controlled by Avtar, who is its sole director, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 10339 Sodom to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

86. WIGI has filed materials seeking an order declaring 10339 Sodom an Excluded Property. The Sales Officer is considering its position in connection with this request and intends to file supplementary materials addressing the same shortly.

4.9 Willoughby/Marshall Drive, Niagara Falls

87. The real property known as Willoughby/Marshall Drive, Niagara Falls, Ontario ("**Willoughby/Marshall Drive**"), is owned by 1000269221 Ontario Inc. (the "**Willoughby/Marshall Drive Owner**"). The Willoughby/Marshall Drive Owner appears to be controlled by Avtar, who is the company's sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

88. Willoughby/Marshall Drive is an agricultural property (farmland) located in Niagara Falls, Ontario.

89. A copy of the parcel register for Willoughby/Marshall Drive is attached hereto as **Appendix "HH"**.

90. As set out in the parcel register, Willoughby/Marshall Drive is subject to the following security interests:

    a) a first charge in the amount of $1,378,515 in favour of WIGI Restructured Bond Corporation and 2114253 Alberta Ltd.;

b) a second charge in the amount of $6,597,207 in favour of certain of the Cesana Claimants;

91. Copies of the corporate profile report for the Willoughby/Marshall Drive Owner is attached hereto as **Appendix "II"**.

92. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

93. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to Willoughby/Marshall Drive, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the Willoughby/Marshall Drive Owner appears to be controlled by Avtar, who is its sole director, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to Willoughby/Marshall Drive to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

94. WIGI has filed materials seeking an order declaring Willoughby/Marshall Drive an Excluded Property. The Sales Officer is considering its position in connection with this request and intends to file supplementary materials addressing the same shortly.

4.10 The Miller Road Properties

95. The real property known as 3775 Miller Road and 3944 Miller Road, Niagara Falls, Ontario (collectively, the "**Miller Road Properties**") are owned by 1000227494 Ontario Inc. and 1000234561 Ontario Inc., respectively (the "**Miller Road Owners**"). The Miller Road Owners appear to be controlled by Avtar, who is the sole director for each company.

96. The Miller Road Properties are agricultural properties (farmland) located in Niagara Falls, Ontario.

97. A copy of the parcel registers for the Miller Road Properties is attached hereto as **Appendix "JJ"**.

98. As set out in the parcel registers, Miller Road Properties are subject to the following security interests:

    a) On 3775 Miller Road:

        i. A first charge in the amount of $1,159,731 in favour of WIGI Restructured Bond Corporation; and

        ii. A second charge in the amount of $6,597,207 in favour of certain of the Cesana Claimants.

    b) On 3944 Miller Road:

        i. A first charge in the amount of $934,025 in favour of 1664531 Ontario Inc. and 2114253 Alberta Ltd.; and

        ii. A second charge in the amount of $6,597,207 in favour of certain of the Cesana Claimants.

99. Copies of the corporate profile reports for the Miller Road Owners is attached hereto as **Appendix "KK"**.

100. The Sales Officer has requested identification of the shareholders for the owner corporations but has not yet received a response.

101. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to the Miller Road Properties, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the Miller Road Owners appear to be controlled by Avtar, who is the sole director for both companies but the precise nature of Avtar's interest in the properties is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to Miller Road Properties to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

102. WIGI has filed materials seeking an order declaring the Miller Road Properties to be Excluded Properties. The Sales Officer is considering its position in connection with this request and intends to file supplementary materials addressing the same shortly.

4.11 4102 Marshall Road, Niagara Falls

103. The real property known as 4102 Marshall Road, Niagara Falls, Ontario ("**4102 Marshall**"), is owned by 1000255918 Ontario Inc. (the "**4102 Marshall Owner**"). The 4102 Marshall Owner appears to be controlled by Avtar, who is the company's sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

104. 4102 Marshall Road is an agricultural property (farmland) located in Niagara Falls, Ontario.

105. A copy of the parcel register for 4102 Marshall is attached hereto as **Appendix "LL"**.

106. As set out in the parcel register, 4102 Marshall is subject to the following security interests:

    a) A first charge in the amount of $531,487 in favour of WIGI Restructured Bond Corporation; and

    b) A second charge in the amount of $6,597,207 in favour of certain of the Cesana Claimants.

107. Copies of the corporate profile report for the registered owner of 4102 Marshall Road is attached hereto as **Appendix "MM"**.

108. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

109. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 4102 Marshall, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the 4102 Marshall Owner appears to be controlled by Avtar, who is its sole director, but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 4102 Marshall Road to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

110. WIGI has filed materials seeking an order declaring 4102 Marshall an Excluded Property. The Sales Officer is considering its position in connection with this request and intends to file supplementary materials addressing the same shortly.

4.12 143 Highway 32 Gananoque Way, Gananoque

111. The real property known as 143 Highway 32 Gananoque Way, Gananoque, Ontario ("**143 Highway 32 Gananoque Way**"), is owned by 2866563 Ontario Inc. (the "**143 Highway Owner**"). The 143 Highway Owner appears to be controlled by Avtar, who is the company's president and a director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

112. A copy of the parcel register for 143 Highway 32 Gananoque Way is attached hereto as **Appendix "NN"**.

113. As set out in the parcel register, 143 Highway 32 Gananoque Way is subject to the following security interests:

    a) a first charge in the amount of $2,600,000 in favour of 548658 Ontario Inc.;

    b) a second charge in the amount of $1,450,000 in favour of Kizashi Capital Inc.;

    c) a third charge in the amount of $7,500,000 in favour of certain of the Cesana Claimants;

    d) a fourth charge in the amount of $7,500,000 in favour of certain of the Cesana Claimants;

114. Copies of the corporate profile report for the 143 Highway Owner is attached hereto as **Appendix "OO"**.

115. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

116. 143 Highway 32 Gananoque Way is divided into two parcels, which parcels are divided by a strip of land owned by a government authority. The east parcel is approximately 30 acres, and the west parcel is approximately 321 acres. 16 acres of the east parcel is designated as Highway Commercial, and the remainder of both parcels is designated as Rural. Currently, part of the east parcel is being used to park trailers.

117. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 143 Highway 32 Gananoque Way, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the 143 Highway Owner appears to be controlled by Avtar, who is a director and the president of the corporation but the precise nature of Avtar's interest in the property is unclear. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 143 Highway 32 Gananoque Way to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

4.13 4952 Seventh Line, Guelph

118. The real property known as 4952 Seventh Line, Guelph, Ontario ("**4952 Seventh Line**"), is owned by 1000105486 Ontario Inc. (the "**4952 Seventh Line Owner**"). The 4952 Seventh Line Owner appears to be controlled by Avtar, who is one of the corporation's two directors (the other director appearing to be his daughter-in-law). The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

119. 4952 Seventh Line is an agricultural property (farmland) located in Guelph. It is 20 acres in size and has historically been used for agricultural purposes. The property includes a stable.

120. A copy of the parcel register for 4952 Seventh Line is attached hereto as **Appendix "PP"**.

121. As set out in the parcel register, 4952 Seventh Line is subject to the following security interests:

    a) a first charge in the amount of $1,500,000 in favour of 2212027 Ontario Inc.; and

    b) a second charge in the amount of $1,000,000 in favour of Jaspal Uppal and Paljit Kler.

122. Copies of the corporate profile report for the 4952 Seventh Line Owner is attached hereto as **Appendix "QQ"**.

123. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

124. Based on the documents reviewed to date, the Sales Officer is of the view that it is reasonable and appropriate that the terms of its mandate be expanded to include all rights, title and interest to 4952 Seventh Line, as opposed to the interest of Avtar in the same. This is because:

    a) The property appears to be subject to a number of secured claims. The Sales Officer's control of the property, as a neutral, Court-appointed officer, will assist in minimizing intercreditor disputes, conserve the property and sell it so that value is maximized for all stakeholders; and

    b) As noted, the 4952 Seventh Line Owner appears to be controlled by Avtar, who is one of the corporation's two directors, but the precise nature of Avtar's interest in the property is unclear. The other director is Shikha Kasal, who is also the corporation's president, and who the Sales Officer understands to be Rajvinder Grewal's wife. In this regard, the Sales Officer is of the view that it is preferable that it be appointed over all rights, title and interest in and to 4952 Seventh Line to provide creditors and other interested parties with certainty as to the scope and nature of the interest that the Sales Officer controls and is capable of conveying to prospective purchasers.

4.14 5 Studley Street, Mississauga

125. The real property known as 5 Studley Street, Mississauga, Ontario ("**5 Studley**"), is owned by Avtar. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

126. 5 Studley is a residential property located in Mississauga, Ontario.

127. A copy of the parcel register for 5 Studley is attached hereto as **Appendix "RR"**.

128. As set out in the parcel register, 5 Studley is subject to the following security interests:

    a) a first charge in the amount of $738,750 in favour of MCC Mortgage Holdings Inc., which was transferred to Computershare Trust Company of Canada ("**Computershare**").

129. Computershare, the first mortgagee, has advised the Sales Officer that it is of the view that it is not practical for 5 Studley to be included in the Sales Officer's mandate because 5 Studley is a single residence that is of relatively little value and that, accordingly, Computershare requests that 5 Studley be an Excluded Property under the ARRO.

130. The Sales Officer is of the view that:

    a) Computershare appears to have a *bona fide* mortgage in respect of the 5 Studley; and

    b) As noted, there is a reasonable likelihood, based on evidence from Computershare, that the sale of 5 Studley would not generate sufficient proceeds to satisfy *bona fide* secured claims against the real property and the costs of realizing on the real property would not be proportionate to the estimated value of the property.

131. Accordingly, the Sales Officer is of the view that it is commercially reasonable for 5 Studley to be included in the Excluded Properties under the ARRO.

4.15 315-1139 Cooke Blvd, Burlington

132. The real property known as 315-1139 Cooke Blvd, Burlington, Ontario ("**315-1139 Cooke**"), is owned by Avtar and Baljeet Grewal. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

133. 315-1139 Cooke is a condominium unit located in Burlington, Ontario.

134. A copy of the parcel registers for 315-1139 Cooke is attached hereto as **Appendix "SS"**.

135. As set out in the parcel registers, 315-1139 Cooke is subject to the following security interests:

    a) a first charge in the amount of $600,000 in favour of CIBC; and

    b) a condo lien in the amount of $3,850 in favour of Halton Standard Condominium Corporation NO. 726.

136. The Sales Officer understands that Effort Trust Company ("**Effort Trust**") previously had a first mortgage charge in the principal amount of $563,960.30 registered on title to 315-1139 Cooke which Effort Trust alleges was fraudulently deleted from title. The Sales Officer understands that, as at June 11, 2026, Effort Trust claimed $618,514.18 as outstanding under its mortgage charge.

137. On September 24, 2026, Effort Trust attended a hearing before Justice Myers in which Effort Trust sought an order reinstating its first mortgage on title to 315-1139 Cooke. The Sales Officer understands that CIBC consented to such an order being made. Justice Myers directed that Avtar and Raj Grewal deliver responding evidence by October 5, 2026 and that, in the event no such evidence was delivered, Effort Trust could request that the requested order be issued. A copy of the Court's endorsement is attached hereto as **Appendix "TT"**.

138. Counsel to Effort Trust has advised counsel to the Sales Officer that Avtar and Raj Grewal did not deliver responding evidence by October 5, 2026 and, accordingly, that Effort Trust has requested the issuance of the order reinstating its mortgage as against 315-1139 Cooke.

139. Effort Trust has advised the Sales Officer that it is of the view that it is not practical for 1139 Cooke to be included in the Sales Officer's mandate and that, accordingly, Computershare requests that 315-1139 Cooke be an Excluded Property under the ARRO.

140. The Sales Officer is prepared to consider this request once the status of Effort Trust's mortgage has been resolved, as contemplated by the September 24, 2026 endorsement of Justice Myers noted above.

4.16 0 Mayfield Road

141. The real property known as Countryside Villages Block 48-2 (Mayfield), Brampton, Ontario ("**0 Mayfield**"), is owned by RSG Mayfield Inc. (the "**0 Mayfield Owner**"). The 0 Mayfield Owner appears to be controlled by Avtar's son, Rajvinder Grewal, who is the company's sole director. The Appointment Order appointed the Sales Officer in respect of Avtar's interest in this real property.

142. 0 Mayfield is an agricultural property (farmland) located in Brampton, Ontario. 0 Mayfield is 19.84 acres. Its official plan land use is residential.

143. A copy of the parcel register for 0 Mayfield is attached hereto as **Appendix "UU"**.

144. As set out in the parcel register, 0 Mayfield is subject to the following security interests:

    a) A first charge in the amount of $25,000,000 in favour of Vector Financial Services Limtied [*sic*] and Olympia Trust Company (together, "**Vector**"); and

    b) A second charge in the amount of $8,100,000 in favour of Jagtar Raman and Inderjit Dhugga.

145. Copies of the corporate profile report for the 0 Mayfield Owner is attached hereto as **Appendix "VV"**.

146. The Sales Officer has requested identification of the shareholders for the owner corporation but has not yet received a response.

147. On September 28, 2026, Vector brought an application to the Court to appoint TDB Restructuring Limited as receiver of 0 Mayfield. Justice Myers granted this order. The order provided, among other things, that the Sales Officer would remain appointed as receiver in respect of Avtar's interest in 0 Mayfield and that any residual proceeds of the sale of 0 Mayfield, after payment of expenses and secured creditor claims, would be paid to the Sales Officer. A copy of this order and related endorsement is attached hereto as **Appendix "WW"**.

5.0 8114 Mayfield Secured Claims Process

148. The Sales Officer has been conducting a secured claims process relating to the proceeds from the sale of 8114 Mayfield pursuant to the order of the Honourable Justice Myers dated July 17, 2026 (the "**8114 Mayfield Secured Claims Process Order**"). A copy of the 8114 Mayfield Secured Claims Process Order, and Justice Myers' endorsement of the same date are attached hereto as **Appendix "XX"**.

149. On August 6, 2026, in accordance with the timelines set out in the 8114 Mayfield Secured Claims Process Order, the Sales Officer received proofs of claims from the following parties:

    1. 1079283 Ontario Inc.;

    2. Sajnik Holdings Inc.;

    3. Madz Family Holdings Inc.;

    4. Addison Wealth Management Inc.; and

    5. The Cesana Claimants.

150. On August 14, 2026, in accordance with the timelines set out in the 8114 Mayfield Secured Claims Process Order, the Sales Officer received responses to the submitted proofs of claims jointly from Sajnik Holdings Inc. and Madz Family Holdings Inc. No other claimant submitted a claims response.

151. On August 31, 2026, the Sales Officer received a proof of claim submitted by Kulwinder Door, Sarbjit Deol, Amrik Nijjar, and Darius W. McNalley (the "**Toor Claimants**"). This proof of claim was submitted outside the timetable set in the 8114 Mayfield Secured Claims Process Order.

152. The Sales Officer exercised its discretion to waive strict compliance with the requirements set out in the 8114 Mayfield Secured Claims Process Order. The Sales Officer elected to do so because the Toor Claimants were not on the service list when the 8114 Mayfield Secured Claims Process Order was initially circulated.

153. The Sales Officer provided parties with the opportunity to respond to the Toor Claimants' proof of claim. On September 8, 2026, the Sales Officer received responses to the Toor Claimants' proof of claim submitted by each of the other claimants.

154. The Sales Officer has reached out to various claimants (in certain cases, multiple times) requesting additional information to support its assessment of the claims. At this time, the Sales Officer continues to receive responses to these requests from the claimants.

155. The Sales Officer continues to review the proofs of claims, the responses to claims where submitted, and the supplementary information provided by the claimants.

156. The Sales Officer anticipates that it will complete the initial determination of the Proofs of Claim shortly. These secured claims will ultimately be determined in accordance with the 8114 Mayfield Secured Claims Process Order, following which the Sales Officer will bring a distribution motion to deal with the sale proceeds presently being held in court for this purpose.

6.0 Information requests

157. Pursuant to Section 9 of the Appointment Order, the registered owners of the properties under the Sales Officer's mandate are required to make available "any and all information in their possession concerning the Properties".

158. Since its appointment, the Sales Officer has made numerous requests for information regarding the Properties and their registered owners.

159. On August 24, 2026, the Sales Officer delivered requests for information regarding each of the Properties by way of letters that were sent to counsel for Avtar, Davinder Khattra, and RSG Law Professional Corporation (the "**Information Request Letters**"). Copies of this correspondence are attached hereto as **Appendix "YY"**.

160. Having not received any responses to these requests, on September 24, 2026, the Sales Officer sent copies of the Information Request Letters to the corporate addresses for each of the registered owners of the Properties (where the Property is owned by a corporation). The letters were delivered via registered mail. Six of the letters were returned to sender, all of which were addressed to 20 Maritime Ontario Boulevard, Suite 108. Copies of this correspondence are attached hereto as **Appendix "ZZ"**.

161. On October 2, 2026, the Sales Officer sent copies of the Information Request Letters to the directors of the registered owners where those directors had listed addresses distinct from the corporation's address. Copies of this correspondence are attached hereto as **Appendix "AAA"**.

162. On October 6, 2026, the Sales Officer's counsel advised counsel to Avtar, Davinder Khattra, and RSG Law Professional Corporation that it would be seeking an order requiring their clients' compliance with the Information Request Letters and the Sales Officer's costs for seeking this relief. Copies of this correspondence are attached hereto as **Appendix "BBB"**.

163. On October 7, 2026, the Sales Officer's counsel sent letters to the corporate addresses for each of the registered owners of the Properties (where the Property is owned by a corporation) advising that the Sales Officer would be seeking an order requiring the corporations' compliance with the Information Request Letters and the Sales Officer's costs for seeking this relief. Letters were not sent to the six corporations whose address were 20 Maritime Ontario Boulevard, Suite 108, as those letters were returned to sender in previous attempts to deliver letter correspondence as described in paragraph 162 above. Copies of this correspondence are attached hereto as **Appendix "CCC"**.

164. The Sales Officer has not received any of the requested information to date. Counsel for Avtar, Davinder Khattra, and RSG Law Professional Corporation have confirmed receipt of the letters and delivery of same to their clients.

165. As a result of the foregoing, the Sales Officer recommends that the Court make an order requiring that both the registered owners of the properties and their officers and directors forthwith deliver records responsive to the Information Request Letters. Such parties (the "**Notice Parties**") are set out below:

    a) Avtar, as the owner of 5 Studley;

    b) Avtar and Baljeet Grewal, as the owners of 315-1139 Cooke Blvd;

    c) the owner of 50 Centennial, 1000751013 Ontario Inc., and its directors Avtar and Sukhraj Singh;

    d) the owners of the Pine Valley Properties, 1000823296 Ontario Inc., 1000952329 Ontario Inc. and 1000952336 Ontario Inc., and their sole director, Avtar;

    e) the owner of 6902 Mayfield, 1000948073 Ontario Inc., and its sole director, Avtar;

    f) the owner of 408 Hespeler, Swift, and its directors Avtar, Abiram Kanagasabai, and Raja Singh;

    g) the owner of 550 Kerr, RSG Oakville Holdings Inc., and its sole director Avtar;

    h) the owner of 10339 Sodom, 1000234646 Ontario Inc., and its sole director, Avtar;

i) the owner of Willoughby/Marshall Drive, 1000269221 Ontario Inc., and its sole director, Avtar;

j) the owner of the Miller Road Properties, 1000227494 Ontario Inc. and 1000234561 Ontario Inc., and their sole director, Avtar;

k) the owner of 4102 Marshall Road, 1000255918 Ontario Inc., and its sole director, Avtar;

l) the owner of 143 Highway 32 Gananoque Way, 2866563 Ontario Inc., and its directors, Avtar, Gurvinder Singh Desi, and Manjinder Singh Desi;

m) the owner of 4952 Seventh Line, Guelph 1000105486 Ontario Inc., and its directors, Avtar and Shikha Kasal; and

n) the owner of 0 Mayfield, RSG Mayfield Inc., and its sole director, Rajvinder Singh Grewal.

7.0 Other activities of the Sales Officers

166. Since the First Report, the Sales Officer's activities have included the following:

a) corresponding with numerous stakeholders;

b) drafting the ARRO in consultation with stakeholders;

c) considering issues in connection with the ARRO, including funding, operational and other matters related to the subject properties and their potential inclusion in these proceedings;

d) obtaining listing proposals for the Properties and discussing same with certain stakeholders as it relates to the Properties subject to their security;

e) carrying out the 8114 Mayfield Secured Claims Process, including reviewing the Proofs of Claim submitted and corresponding with counsel to claimants in connection with the same;

f) drafting Notices of Evaluation in connection with the 8114 Mayfield Secured Claims Process;

g) reviewing security documents provided by secured creditors who desire that their security be deemed an Excluded Property; and

h) preparing this Second Report.

8.0 Order Requested

167. The Sales Officer respectfully recommends that the Court grant the relief described in paragraph 1.1(1) of this Report.

All of which is respectfully submitted,

AlixPartners Restructuring, Inc.

ALIXPARTNERS RESTRUCTURING, INC.,
SOLELY IN ITS CAPACITY AS SALES OFFICER
IN THE MATTER OF WIGI RESTRUCTURED BOND
CORPORATION V. 1000234566 ONTARIO INC. ET AL.

Appendix D

Court File No. CV-26-00007954-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 23RD
	)	
JUSTICE DUNPHY	)	DAY OF OCTOBER, 2026

IN THE MATTER OF THE RECEIVERSHIP OF PROPERTIES BENEFICIALLY OWNED BY AVTAR SINGH GREWAL ET AL.

RECEIVERSHIP ORDER (RSG LAW PROFESSIONAL CORPORATION)

THIS MOTION, made by the AlixPartners Advisory, Inc. in its capacity as Sales Officer for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "***CJA***"), appointing AlixPartners Restructuring, Inc. ("**AlixPartners**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of RSG Law Professional Corporation ("**RSG**") was heard this day via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated October 9, 2026 and the First Supplement to the Second Report of the Receiver dated October 19, 2026 and on hearing the submissions of counsel listed on the counsel slip, no one else appearing although duly served as appears from the Lawyer's Certificate of Service,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Sales Officer's Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the *CJA*, AlixPartners is hereby appointed Receiver, without security, of: (i) all the assets, undertakings, and properties of RSG (such property being the "**RSG Property**"), and (ii) all of the funds in RSG's possession or control that RSG was required to hold in trust (the "**Trust Property**" and, together with the RSG Property, the "**Property**"), which Trust Property does not constitute RSG Property. Further, the Receiver shall investigate the Trust Property and the Records (as defined below) for the purposes of tracing, preserving, investigating and reporting to this Court concerning those the same.

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 Records and, without limiting the generality of the foregoing, is expressly empowered and authorized:

(a) to identify, trace and investigate the Property and, without limiting the scope of Receiver's authority under this paragraph, the transactions described in Schedule "A" (the "**Specified Transactions**");

(b) to obtain and review the Records;

(c) to inspect and copy relevant books, documents, securities, contracts, trust-account records, ledgers, statements, correspondence and electronic data that are either agreed not to be, or determined not to be, protected by solicitor-client privilege, in accordance to this Order and the protocol set out in Schedule "B";

(d) to communicate with RSG, their current and former directors, officers, partners, employees, agents, accountants, auditors and other persons having relevant information;

(e) to retain counsel, accountants, investigators, forensic accountants, consultants, experts and other professionals as the Receiver considers necessary or desirable;

(f) to consult, as appropriate, with the Law Society of Ontario ("**LSO**");

(g) to report to the Court concerning the Property, the Specified Transactions and the Records obtained, outstanding production and any issues requiring directions;

(h) to apply to this Court for advice and directions concerning the discharge of the Receiver's powers and duties; and

(i) to take any steps reasonably incidental to the exercise of these powers.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) RSG, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Records related to the Property or the Specified Transactions in such Person's possession or control, shall grant

immediate and continued access to the Records to the Receiver, and shall deliver all such Records 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 Property or the Specified Transactions, 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 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. Any claims for privilege shall be addressed in accordance with the protocol set out in Schedule “B” to this Order.

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.

BANK ACCOUNTS

7. **THIS COURT ORDERS** that RSG, their partners, employees, agents, financial institutions and all persons having notice of this Order are restrained from withdrawing, transferring, paying, disbursing, releasing, encumbering or otherwise dealing with the Property, except with the written consent of the Receiver or further Order of this Court.

8. **THIS COURT ORDERS** that any financial institution maintaining an account used by RSG in connection with the practice of law, including any trust account, general or operating or other account, upon receiving notice of this Order from the Receiver, shall place an administrative hold on such account(s) and shall not permit any dealing with those funds except with the written consent of the Receiver and shall, if so directed by the Receiver, turn over any such funds to the Receiver.

9. **THIS COURT ORDERS** that each financial institution that maintains an account referred to in paragraph 8 of this Order shall forthwith disclose and deliver up to the Receiver any and all records held by such institution concerning the RSG's assets and accounts including the existence, nature, value and location of any monies or assets or

credit, wherever situate, held on behalf of RSG by such financial institution as at the date such institution delivers such records including but not limited to:

(a) all account opening applications and agreements, signing authority documents, Know Your Customer documents and related compliance files supporting the opening and operation of such accounts, regardless of date;

(b) all account statements and any other available statements and account information, including records showing the current balance of each account;

(c) records of all deposits, wire transfers, e-transfers and other funds received, including the source of such funds;

(d) records of all certified cheques, bank drafts, wire transfers, e-transfers, withdrawals or other instruments or transfers issued or made from such accounts, including the payee or recipient, recipient account information, amount, date of issuance, and whether the instrument was negotiated;

(e) all internal bank records relating to deposits, withdrawals, bank card activity, internet banking, mobile banking application or telephone banking, transfers or any other activity, including all meta-information associated with the activity, including but not limited to the dates and times of all activity, the person or persons who authorized or otherwise caused the activity to occur, the location of withdrawals and deposits made at an automated banking machine or within a financial institution branch, the IP addresses, device identifiers, login and session records, and the origin and destination email

addresses, phone numbers and other information used for e-transfers, wire transfers or other transactions, and the details of the origin of any funds transferred into, and the destination of any funds transferred out of, such accounts;

(f) all records of correspondence between the financial institutions and any account holder or signatory;

(g) all client profile information and notes, and all records, notes or other information relating to telephone, virtual or in-person meetings held between staff of the financial institution and any account signatories;

(h) all records of automated banking machine or branch camera (CCTV) footage, and any related still images, for any transaction that occurred in respect of such accounts;

(i) all voice recordings of telephone communications between the financial institution and any account holder or signatory, including recorded instructions authorizing any transfer; and

(j) such other records as are necessary to trace the Property and identify whether they remain available for preservation.

10. **THIS COURT ORDERS** any and all financial institutions, banks and their affiliates shall produce to the Receiver the requested records where available, notwithstanding that any disclosure may include “personal information” about third parties as defined in

Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended.

PRIVILEGE AND CONFIDENTIALITY

11. **THIS COURT ORDERS** that the privilege and confidentiality protocol in Schedule "B" forms part of this Order.

12. **THIS COURT ORDERS** that the Receiver shall use and disclose Records only for the purposes of carrying out its mandate under the within proceeding and shall maintain the confidentiality of all confidential and privileged information received.

NO PROCEEDINGS AGAINST THE RECEIVER

13. **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 RSG OR THE PROPERTY

14. **THIS COURT ORDERS** that no Proceeding against or in respect of RSG 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 RSG are hereby stayed and suspended pending further Order of this Court. Notwithstanding the foregoing, the LSO may take such steps as it consider appropriate in relation to lawyers affiliated with RSG.

NO INTERFERENCE WITH THE RECEIVER

15. **THIS COURT ORDERS** that no Person shall interfere with obstruct, hinder, or impede the Receiver in the exercise of the powers conferred by this Order.

RECEIVER'S REPORT

16. **THIS COURT ORDERS** that, as soon as reasonably practicable, the Receiver shall serve and file an initial report addressing:

(a) the Records obtained and outstanding;

(b) the use of proceeds of the Specified Transactions;

(c) the location, status and other relevant details relating to the Property;

(d) any privilege or confidentiality disputes;

(e) any proposed continuation, narrowing or termination of the hold described in paragraph 8 of this Order; and

(f) any further directions sought from the Court.

17. **THIS COURT ORDERS** that this matter shall return before the Commercial List on November 12, 2026 at 10:00 AM for directions (the "**Comeback Hearing**").

LIMITATION ON THE RECEIVER'S LIABILITY

18. **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. Nothing in this Order shall derogate from the protections afforded the Receiver by any applicable legislation.

RECEIVER'S ACCOUNTS

19. **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 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 from 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.

20. **THIS COURT ORDERS** 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.

21. **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 that represent Property, against its fees and disbursements, including legal fees and disbursements, incurred at the standard charges and rates of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by the Court, provided, however, that the Receiver's fees, and that of its counsel, shall be paid first out of the respective RSG Property until such RSG Property is exhausted and, only thereafter, out of the Trust Property.

SERVICE AND NOTICE

22. **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/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) 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://cdncases.alixpartners.com/experience/case/RSG

23. **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 Respondents or other interested parties at their respective addresses as last shown on the records of the Respondents 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.

24. **THIS COURT ORDERS** that the Applicant, the Receiver and its counsel are at liberty to serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by email to the Respondents or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice

requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

25. **THIS COURT ORDERS** that nothing in this Order or any Schedule hereto shall require the LSO, in assisting or cooperating with the Receiver, to take any step that would be inconsistent with the *Law Society Act*, R.S.O. 1990, c. L.8 (the "***LSA***") or the LSO's governing regulatory framework, or any statutory, regulatory, confidentiality or other legal obligation applicable to it as a regulator in the public interest. Without limiting the generality of the foregoing, the Law Society shall not be required to identify to the Receiver clients associated with the Property or the Respondents, disclose information that it is required or entitled to keep confidential under s. 49.12 of the *LSA*, or request, obtain, recover or deliver to the Receiver Property in the possession or control of a client.

GENERAL

26. **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.

27. **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.

28. **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.

29. **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.

30. **THIS COURT ORDERS** that this Order shall be read together with the Order of Justice Dunphy made on October 23, 2026 in the proceeding bearing Court file number CV-26-00020028-00ES.

Digitally signed
by Sean Dunphy
Date: 2026.10.23
15:57:20 -04'00'

SCHEDULE "A"

SPECIFIED TRANSACTIONS

- Any transaction by which a Registered Owner acquired, encumbered, or charged any Properties, as described in the Second Report.

- Any transaction referred to in the Notice of Motion of the Plaintiff WIGI Restructured Bond Corporation, dated April 23, 2026, in the within action.

- Any transaction referred to in the Notice of Motion of the Plaintiff WIGI Restructured Bond Corporation, dated May 1, 2026, in the within action.

- Any transactions to do with the sale by 1000234566 Ontario Inc. and 1000451281 Ontario Inc. to Tutela Heights Developments Inc., which funds were directed to RSG Law.

- Any transactions referred to in the Statement of Claim of Vector Financial Services Limited, dated May 8, 2026, bearing Court File No. CV-26-00003626-0000, being Appendix K to the Second Report.

- Any transactions referred to in the Statement of Claim of the Cesana Claimants (as defined in the Second Report), dated July 2, 2026, bearing Court File No. CV-26-00000304-0000, being Appendix N to the Second Report.

- Any transactions referred to in the Notice of Application to Appoint a Receiver by First Source Financial Management Inc. and Owemanco Mortgage Holding

Corporation, dated July 10, 2026, bearing Court File No. CL-26-0000317-0000, being Appendix H to the Second Report.

- Any transactions referred to in the Notice of Application to Appoint a Receiver by Canadian Imperial Bank of Commerce, dated September 1, 2026, bearing Court File No. CL-26-0000388-0000, being Appendix I to the Second Report.

- Any transactions referred to in the Notice of Action of National Bank Canada et al, dated July 29, 2026, bearing Court File No. CV-26-00000295-0000, being Appendix J to the Second Report.

- Any transactions referred to in the Statement of Claim of Madz Family Holdings Inc. and Sajnik Holdings Inc., dated August 17, 2026, bearing Court File No. CV-26-00016292-0000, being Appendix O to the Second Report.

- Any transactions as described in the Trust Ledger Statement of RSG, dated June 18, 2025.

SCHEDULE “B”

PRIVILEGE AND CONFIDENTIALITY PROTOCOL

1. RSG shall forthwith deliver to the LSO (as defined above) all Records (as defined above), including all potentially relevant Records, in their possession, power or control.

2. The LSO shall review the Records and, within a reasonable time, provide to the Receiver all Records that the LSO determines are not protected by solicitor-client privilege.

3. The LSO shall withhold any Records that it determines are protected by solicitor-client privilege. The LSO shall identify any withheld Records in a privilege log that describes them sufficiently to permit the basis of the privilege claim to be assessed without disclosing privileged information.

4. Where reasonably practicable, the LSO may redact privileged information from a Record and provide the redacted Record to the Receiver.

5. The Receiver shall immediately notify the LSO upon identifying any Record that is or may be protected by solicitor-client privilege and that has inadvertently come into the Receiver’s possession. Any such Record shall be immediately segregated and returned to the LSO, and the Receiver shall not review, use, disclose, or rely upon the Record pending further directions from the LSO or further Order of this Court.

6. Neither the delivery of Records to the LSO nor the production of Records to the Receiver, following review by the LSO or its delegate, pursuant to this Order shall constitute a waiver of solicitor-client privilege.

7. Any Record over which privilege is disputed shall be preserved and segregated and shall not be reviewed, used or disclosed to the Receiver, pending:

(a) waiver of solicitor-client privilege by the privilege holder; or

(b) further Order of this Court.

8. Any dispute concerning privilege, confidentiality, redactions or the scope of production may be brought before this Court on notice to the LSO, the Receiver, the Respondents, the benefactor of the solicitor-client privileged Record(s), and other affected parties deemed necessary.

9. The LSO may retain an agent, including a third-party specialist or outside counsel, to assist in administering this Privilege and Confidentiality Protocol, with the costs of doing so to be borne by the LSO.

10. The Receiver shall maintain the confidentiality of all Records provided to it and shall use those Records solely for the purposes of investigating, tracing, preserving and reporting on the Property in accordance with this Order.

11. The Receiver shall not disclose confidential Records except:

(a) to its counsel or retained professionals who require access for the purposes of this Order and are bound by equivalent confidentiality obligations;

(b) in redacted or aggregated form where appropriate;

(c) pursuant to further Order of this Court; or

(d) where disclosure is required by law.

12. At the conclusion of the Receiver's mandate, confidential and privileged Records shall be returned, destroyed or retained only as directed by the LSO or further Order of this Court.

IN THE MATTER OF THE RECEIVERSHIP OF PROPERTIES BENEFICIALLY OWNED BY AVTAR SINGH GREWAL ET AL.

Court File No. CV-26-00007954-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT
TORONTO

RECEIVERSHIP ORDER (RSG LAW PROFESSIONAL CORPORATION)

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Lawyers for AlixPartners Advisory, Inc. in its capacity as Sales Officer

Appendix E

Court File No. CV-26-00007954-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 3RD
JUSTICE DUNPHY	)	DAY OF NOVEMBER, 2026

IN THE MATTER OF THE RECEIVERSHIP OF RSG LAW PROFESSIONAL CORPORATION ET AL.

SECOND AMENDED AND RESTATED RECEIVERSHIP ORDER

THIS MOTION made by the Canadian Imperial Bank of Commerce for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "***CJA***") and section 243 of the *Bankruptcy and Insolvency Act* (the "***BIA***") amending and restating the Order of Justice Myers dated June 12, 2026 (as amended and restated from time to time, the "**Appointment Order**") appointing AlixPartners Advisory, Inc. as receiver and manager (in such capacities, the "**Receiver**") without security, of certain real property described in such Appointment Order, which Appointment Order was subsequently amended and restated by Order of Justice Dunphy dated October 23, 2026 (the "**ARRO**") to, among other things, substitute AlixPartners Advisory, Inc. with AlixPartners Restructuring Inc. as Receiver and expand the Receiver's mandate, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report of the Receiver dated October 9, 2026, the First Supplement to the Second Report of the Receiver dated October 19, 2026 and the Application Record of the Canadian Imperial Bank of Commerce served September 8, 2026 and on hearing the submissions of counsel listed on the counsel slip, no one else appearing although duly served as appears from the Lawyer's Certificate of Service,

AMENDMENT AND RESTATEMENT

1. **THIS COURT ORDERS** that this order (the "**SARRO**") is an amended and restated receivership Order, which amends and restates the ARRO and the entirety of the Appointment Order, save and except for paragraphs 1 and 27 of the Appointment Order, which shall remain unchanged and in full force and effect.

SUBSTITUTION

2. **THIS COURT ORDERS** that AlixPartners Restructuring, Inc. be and is hereby substituted in place of AlixPartners Advisory Inc. as the Receiver pursuant to the Appointment Order, as the terms of such appointment are amended and restated by this SARRO.

DEFINITIONS

3. **THIS COURT ORDERS** that, unless otherwise defined herein, capitalized terms used in this Order adopt the definitions given to them in the Second Report.

4. **THIS COURT ORDERS** that, for the purposes of this SARRO:

(a) "**Owners**" shall mean, together, the Registered Owners and the Beneficial Owners (as both of these terms are defined below); and

(b) "**Registered Owners**" shall mean, collectively:

(i) 1000751013 Ontario Inc.;

(ii) 1000823296 Ontario Inc.;

(iii) 1000952329 Ontario Inc.;

(iv) 1000952336 Ontario Inc.;

(v) 1000948073 Ontario Inc.;

(vi) 1000948084 Ontario Inc.;

(vii) Swift Car Wash Cambridge Inc.;

(viii) RSG Oakville Holdings Inc. ("**RSG Oakville**");

(ix) 1000234646 Ontario Inc.;

(x) 1000269221 Ontario Inc.;

(xi) 1000227494 Ontario Inc.;

(xii) 1000234561 Ontario Inc.;

(xiii) 1000255918 Ontario Inc.;

(xiv) 2866563 Ontario Inc.;

(xv) 1000105486 Ontario Inc.;

(xvi) Avtar Singh Grewal;

(xvii) Baljeet Grewal;

(xviii) RSG Holdings Ltd. ("**RSG Holdings**"); and

(xix) RSG Mayfield Inc.

APPOINTMENT

5. **THIS COURT ORDERS** that pursuant to section 101 of the *CJA* and, in the case of the property, assets and undertakings of RSG Holdings and RSG Oakville, section 243 of the *BIA*, AlixPartners Restructuring, Inc. is hereby appointed Receiver, without security, of:

(a) all of the real property described in **Schedule "A"** hereto (such real property being the "**Receivership Properties**"), including all proceeds thereof;

(b) the interest of the applicable Owners of the real property described in **Schedule "B"** in and to such real property (such real property being the "**Excluded Properties**" and such interests of the applicable Owners in and to the Excluded Properties being the "**Receivership Interests**"), subject to the rights of secured creditor;

(c) the property assets and undertakings of RSG Holdings and RSG Oakville; and

(d) the proceeds of the sale of real property described in **Schedule "C"** hereto by 1000948084 Ontario Inc. (the "**8114 Mayfield Owner**") to His Majesty the King in Right of Ontario that have been paid into Court (collectively, the "**Property**").

6. **THIS COURT ORDERS** that the inclusion of real property in the Receivership Properties or the Excluded Properties is subject to the further order of the Court and that either the Receiver or a secured creditor of one of the Receivership Properties shall be

entitled to apply to the Court to vary the SARRO by transferring any of the Receivership Properties into the Excluded Properties provided:

(a) the Receiver has not taken any material steps to market the real property for sale; and

(b) that the Receiver is satisfied that:

(i) the secured creditor has a *bona fide* charge on the real property; and

(ii) there is a reasonable likelihood, based on evidence from the secured creditor, that the sale of the real property would not generate sufficient proceeds to satisfy *bona fide* secured claims against the real property or the costs of realizing on the real property would not be proportionate to the estimated value of the property.

EXCLUDED PROPERTIES

7. **THIS COURT ORDERS** that, notwithstanding paragraphs 14 through 17 hereof, nothing in this SARRO shall stay, suspend or prevent a party with a security interest in respect of one or more of the Excluded Properties (such party being a "**Excluded Secured Creditor**") from exercising rights and remedies in respect of the Excluded Properties including by exercising power of sale pursuant to the *Mortgages Act*, R.S.O. 1990, c. M.40 (such an enforcement step or proceeding being "**Excluded Property Enforcement**") provided that an Excluded Secured Creditor that realizes upon one or more of the Excluded Properties complies with its obligations described in paragraph 8

hereof. For certainty, the making of this Order is without prejudice to a secured creditor's rights to move to exclude real property from this mandate.

8. **THIS COURT ORDERS** that Excluded Secured Creditors shall:

(a) provide information and updates related to Excluded Property Enforcement to the Receiver within a reasonable period of time after such information and/or update is requested from the Excluded Secured Creditor by the Receiver;

(b) report to the Receiver with an accounting of any proceeds generated through any Excluded Property Enforcement forthwith upon the Excluded Secured Creditor's receipt of same; and

(c) to the extent that, after the payment of customary expenses and secured creditors, there remain proceeds from Excluded Property Enforcement payable to one or more of the Owners on account of a Receivership Interest, the applicable Excluded Secured Creditor shall forthwith pay such proceeds to the Receiver, to be held by the Receiver pending determination of entitlement thereto.

RECEIVER'S POWERS

9. **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 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 SARRO;

(d) to receive and collect all monies and accounts now owed or hereafter owing to the Owners in relation to the Property and to exercise all remedies of the Owners in collecting such monies, including, without limitation, to enforce any security held by the Owners. The monies collected for the lands and premises municipally known as 6605 Hurontario Street, Mississauga, Ontario and 520-550 Kerr Street, Oakville, Ontario shall only be used to pay the operating expenses, including property taxes, and the fees and

disbursements of the Receiver and its counsel, associated with those properties;

(e) 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 Owners, for any purpose pursuant to this SSARRO;

(f) 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 Owners in relation to 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;

(g) 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;

(h) to review, investigate and report to this Court on:

(i) all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Owners and any other

Persons (as defined below) that appears to the Receiver to be outside of the ordinary course of business; and

(ii) the respective interest, rights and priorities of any of the Owners' creditors and other persons in, in and to and in respect of the Property, the real property described in Schedules "A," "B" and "C" hereto or any part thereof. All Persons shall be required to provide any and all information and documents related to the Owners, the real property described in Schedules "A," "B" and "C" hereto and/or the Property requested by the Receiver in connection with any such review and investigation;

(i) to undertake any investigations deemed appropriate by the Receiver with respect to: (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and (ii) any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property, the real property described in Schedules "A," "B" and "C" hereto or any part thereof;

(j) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Owners (or any one of them), the real property described in Schedules "A," "B" and "C" hereto or the Property or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Owners (or any one of them);

(k) to trace and follow (1) any funds advanced, paid or transferred to the Owners (or any one of them) and (2) any funds advanced, paid or transferred by the Owners (or any one of them) to another Person;

(l) to register a copy of this SSARRO and any other SSARROs in respect of the Property against title to any of the Property;

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

(n) to exercise any shareholder, partnership, joint venture or other rights which the Owners or any party having a beneficial interest in the Property (such party being a "**Beneficial Owner**" and such parties, collectively, being the "**Beneficial Owners**") may have in relation to the Property; and

(o) 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 Owners, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

10. **THIS COURT ORDERS** that (i) the Owners, (ii) all of their 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 SSARRO (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 Persons' 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.

11. **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 Owners, 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 11 or in paragraph 12 of this SSARRO 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.

12. **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.

NO PROCEEDINGS AGAINST THE RECEIVER

13. **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 OWNERS IN RESPECT OF THE PROPERTY OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that all rights and remedies against the Owners in respect of the Property, 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 *Bankruptcy and Insolvency Act*, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Owners to carry on any business which the Owners is not lawfully entitled to carry on, (ii) exempt the Receiver or the Owners 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

16. **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 Owners, without written consent of the Receiver or leave of this Court.

RECEIVER TO HOLD FUNDS

17. **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 SSARRO 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 SSARRO 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 SSARRO or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. **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 SSARRO or anything done in pursuance of the Receiver's duties and powers under this SSARRO, 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

19. **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 SSARRO, save and except for any gross negligence or wilful misconduct on its part. Nothing in this SSARRO shall derogate from the protections afforded the Receiver by any applicable legislation.

SEGREGATION OF FUNDS

20. **THIS COURT ORDERS** that the Property will be jointly administered by the Receiver for procedural purposes, provided, however, that nothing herein shall be deemed or construed as directing a substantive consolidation of the Property or of the Owners' other assets, and provided further that the Receiver shall:

(a) maintain segregated bank accounts for each of the Registered Owners (each a "**Segregated Account**" and collectively the "**Segregated Accounts**");

(b) use funds in the Segregated Accounts to fund disbursements in connection with the associated Registered Owner and the Property owned by the Registered Owner;

(c) deposit any funds borrowed pursuant to paragraph 25 below into the applicable Segregated Account and not use any such borrowed funds for any purpose other than fees, costs and expenses associated with such Registered Owner and the Property owned by the Registered Owner;

(d) use commercially reasonable efforts to attribute their fees and disbursements to the Registered Owner and the Property owned by the Registered Owner in connection with which the Receiver and its counsel have incurred such fees and disbursements, which attribution shall be without prejudice to the rights of any interested party to seek an Order of the Court re-allocating such fees and disbursements as between the Property.

21. **THIS COURT ORDERS** that, notwithstanding paragraph 20 hereof, the Receiver shall be entitled to attribute its fees and disbursements, and those of its counsel, to all of the Property on an equal basis provided that the Receiver determines, in its exercise of commercially reasonable discretion, that such fees and disbursements benefit the Property generally or were incurred in connection with the exercise of the Receiver's rights and duties in relation to the Property generally.

RECEIVER'S ACCOUNTS

22. **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 SSARRO 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.

23. **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.

24. **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 RECEIVER'S ACTIVITIES

25. **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 for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this SSARRO, including interim expenditures. The Receiver is entitled to charge one or more of the assets that make up the Property by way of a fixed and specific charge (a "**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. Monies borrowed by the Receiver and secured by a Receiver's Borrowings Charge shall only be used by the Receiver for the benefit of the specific assets charged or in connection

with the exercise of the Receiver's rights and duties in relation to the specific assets charged. For certainty, the Receiver shall be entitled to borrow monies secured by a Receiver's Borrowings Charge covering all of the Property provided that the Receiver uses such funds to benefit the Property generally or in connection with the exercise of the Receiver's rights and duties in relation to the Property generally.

26. **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 SSARRO shall be enforced without leave of this Court.

27. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "D"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this SSARRO and the Receiver shall describe on such Receiver's Certificate the assets being charged by the Receiver's Borrowings Charge in connection with such amounts so borrowed.

28. **THIS COURT ORDERS** that, in connection with borrowings secured by a Receiver's Borrowings Charge on the same Property, the monies borrowed from time to time by the Receiver pursuant to this SSARRO 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

29. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the

service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this SSARRO 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 and that the Receiver shall notify the service list of the coordinates of the same.

30. **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 SSARRO, 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 creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

31. **THIS COURT ORDERS** that the 8114 Mayfield Secured Claims Process Order of Justice Myers dated July 17, 2026, shall remain unchanged and, to the extent that any of its terms conflict with the SSARRO, the 8114 Mayfield Secured Claims Process Order shall govern.

32. **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.

33. **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 SSARRO and to assist the Receiver and its agents in carrying out the terms of this SSARRO. 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 SSARRO or to assist the Receiver and its agents in carrying out the terms of this SSARRO.

34. **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 SSARRO and for assistance in carrying out the terms of this SSARRO, 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.

35. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this SSARRO 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.

36. **THIS COURT ORDERS** that the proceedings bearing court files nos. CV-26-00007954-00CL and CL-26-00000388-0000 are hereby procedurally consolidated under the proceeding bearing court file number CV-26-00007954-00CL.

Digitally signed by Sean Dunphy
Date: 2026.11.03 11:04:38 -05'00'

SCHEDULE "A"

THE RECEIVERSHIP PROPERTIES

Registered Owner	Municipal Address	PIN(s)
1000823296 Ontario Inc 1000952329 Ontario Inc 1000952336 Ontario Inc	10150 Pine Valley Dr, Vaughan, ON 10180 Pine Valley Dr, Vaughan, ON 10220 Pine Valley Dr, Vaughan, ON	03326-0411, 03326-0150, 03326-0149
RSG Oakville Holdings Inc.	550 Kerr St, Oakville, ON	24828-0134
2866563 Ontario Inc	143 Highway 32 Gananoque Way, Gananoque, ON	44242-0061
1000105486 Ontario Inc	4952 Seventh Line, Guelph, ON	71168-0085
1000948073 Ontario Inc	6902 Mayfield Rd, Caledon, ON	14348-0554
1000751013 Ontario Inc	50 Centennial Rd, Orangeville, ON	34006-0486
1000234646 Ontario Inc	10339 Sodom Rd, Niagara Falls, ON	64258-1068
1000269221 Ontario Inc	Willoughby/Marshall Dr, Niagara Falls, ON	64253-0036
1000227494 Ontario Inc	3775 Miller Rd, Niagara Falls, ON	64254-0330
1000234561 Ontario Inc.	3944 Miller Rd, Niagara Falls, ON	64253-0002
1000255918 Ontario Inc	4102 Marshall Rd, Niagara Falls, ON	64253-0060
Avtar Singh Grewal and The Estate of Baljeet Grewal	315-1139 Cooke Blvd, Burlington, ON	26028-0220, 26028-0344
Swift Car Wash Cambridge	408 Hespeler Rd, Cambridge, ON	03791-1198
Avtar Singh Grewal	5 Studley St, Mississauga, ON	13273-0122
RSG Holdings Ltd.	6605 Hurontario Street, Mississauga, ON	13285-0112

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SCHEDULE "B"

THE EXCLUDED PROPERTIES

Registered Owner	Municipal Address	PIN(s)
RSG Mayfield Inc.	0 Mayfield Road	14222-0290, 14222-0291

SCHEDULE "C"

8114 MAYFIELD ROAD

As in PIN 14349-0414:

PART OF LOT 1, CONCESSION 5 ALBION, PARTS 3, 4 AND 5, 43R41943; TOWN OF CALEDON

SCHEDULE "D"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that AlixPartners Restructuring, Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties (collectively, the **"Property**") more particularly described in the Order of Justice Myers dated June 12, 2026, as amended and restated on October 22, 2026 (the "**SSARRO**") made in a proceeding having Court file CV-26-00007954-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the SSARRO.

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 SSARRO, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the SSARRO or to any further order of the Court, a charge upon the following Property:_____, in priority to the security interests of any other person, but subject to the priority of the charges set out in the SSARRO, 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 SSARRO 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 SSARRO.

DATED the _____ day of _____, 20__.

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

Per: _____

Name:

Title:

IN THE MATTER OF THE RECEIVERSHIP OF RSG LAW PROFESSIONAL CORPORATION ET AL.

Court File No. CV-26-00007954-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT
TORONTO

SECOND AMENDED AND RESTATED RECEIVERSHIP ORDER

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300
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Sanghyun Park (LSO# 92179U)
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sanghyun.park@paliareroland.com

Emma Workman (LSO# 92733I)
Tel: 416.646-7420
emma.workman@paliareroland.com

Lawyers for AlixPartners Advisory, Inc. in its capacity as Sales Officer

Appendix F

From: Rajvinder Grewal <raj@rsggroup.ca>
Sent: October 26, 2026 3:39 PM
To: Gabriel Isaac; Helen Platis
Cc: Real Estate; Jason Deonarain
Subject: RE: [External] Direction re Rent - 550

ATTENTION: Ce courriel provient d'un expediteur EXTERNE. NE CLIQUEZ PAS sur un lien ou un attachement sans avoir validé l'expediteur. Dans le doute veuillez contacter le Support.
CAUTION: This email is from an EXTERNAL sender. DO NOT CLICK on a link or attachment without validating the sender. If in doubt please contact Support.

Gabriel,

Hope all is well.

Can you please assist in someone responding to @Helen Platis

Raj

From: Rajvinder Grewal
Sent: Tuesday, September 29, 2026 12:53 PM
To: Gabriel Isaac
Subject: RE: [External] Direction re Rent - 550

Thank you

Raj Grewal

T: 905 799 0925 | **M**: 416 948 3665
F: 866 570 0633
E: raj@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: Gabriel Isaac <Gabriel.Isaac@dollarama.com>
Sent: Tuesday, September 29, 2026 12:50 PM

To: Rajvinder Grewal <raj@rsglaw.ca>
Subject: RE: [External] Direction re Rent - 550

Hi Raj,

I was only in charge of construction here.
This should be sent to

Realestate@dollarama.com

Gabriel Isaac
DOLLARAMA LP
c.647.446.8947

From: Rajvinder Grewal <raj@rsglaw.ca>
Sent: September 29, 2026 10:44 AM
To: vickuma@shoppersdrugmart.ca; Gabriel Isaac <Gabriel.Isaac@dollarama.com>; Helen Platis <helen@groupof7.ca>
Cc: info go7 <info@groupof7.ca>; Jason Deonarain <jason@groupof7.ca>
Subject: Direction re Rent - 550

ATTENTION: Ce courriel provient d'un expediteur EXTERNE. NE CLIQUEZ PAS sur un lien ou un attachement sans avoir validé l'expediteur. Dans le doute veuillez contacter le Support.
CAUTION: This email is from an EXTERNAL sender. DO NOT CLICK on a link or attachment without validating the sender. If in doubt please contact Support.

Good morning,

Please see attached direction with respect to the rent.

The new management is cc'd on this email @Helen Platis is your main contact

Please let me know if you have any questions

Raj

Raj Grewal

T: 905 799 0925 | **M**: 416 948 3665
F: 866 570 0633
E: raj@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: info go7
Sent: November 4, 2026 10:46 AM
To: Jason Deonarain ; Real Estate ; Gabriel Isaac ; gp.valiquette@dollarama.com; Jp Valiquette
Cc: Jason Deonarain ; Helen Platis ; Rajvinder Grewal
Subject: Re: Direction re Rent - 550

ATTENTION: Ce courriel provient d'un expediteur EXTERNE. NE CLIQUEZ PAS sur un lien ou un attachement sans avoir validé l'expediteur. Dans le doute veuillez contacter le Support.
CAUTION: This email is from an EXTERNAL sender. DO NOT CLICK on a link or attachment without validating the sender. If in doubt please contact Support.

Good morning Jean-Philippe,

I was provided your contact information as the appropriate person to assist with the outstanding rent payments for Dollarama at 550 Kerr Street, Oakville.

We previously provided formal notice regarding the direction of rent payments on September 29, 2026, and have followed up several times without receiving a response.

October and November rent payments remain outstanding.

Could you please confirm the status of these payments and advise when we can expect them to be remitted?

We would appreciate a response by 5:00 p.m. on November 5, 2026, or an opportunity to speak with you directly to resolve this matter.

Thank you for your assistance. We look forward to working with you.

Best regards,

Get Outlook for Mac

From: Jason Deonarain <jason@groupof7.ca>
Date: Wednesday, October 28, 2026 at 8:58 AM
To: Realestate@dollarama.com <Realestate@dollarama.com>; Gabriel.Isaac@dollarama.com <Gabriel.Isaac@dollarama.com>
Cc: Jason Deonarain <jason@groupof7.ca>; Helen Platis <helen@groupof7.ca>; Rajvinder Grewal <raj@rsglaw.ca>
Subject: Re: Direction re Rent - 550

Gabriel,
Good morning, can we please have a call to discuss the outstanding rent. I want to make sure you have everything that you may need moving forward or if can please put us in touch with the correct person.
Thank you
Jason Deonarain
416.989.3144
Get Outlook for Mac

From: Rajvinder Grewal <raj@rsglaw.ca>
Date: Tuesday, September 29, 2026 at 12:52 PM
To: Realestate@dollarama.com <Realestate@dollarama.com>; Helen Platis <helen@groupof7.ca>
Cc: info go7 <info@groupof7.ca>; Jason Deonarain <jason@groupof7.ca>
Subject: FW: Direction re Rent - 550

Gabriel, indicated that this email should be forwarded to you @Realestate@dollarama.com
Raj

Raj Grewal

T: 905 799 0925 | **M**: 416 948 3665
F: 866 570 0633
E: raj@rsglaw.ca

6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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From: Rajvinder Grewal <raj@rsglaw.ca>
Sent: Tuesday, September 29, 2026 10:44 AM
To: vickuma@shoppersdrugmart.ca; Gabriel.Isaac@dollarama.com; Helen Platis <helen@groupof7.ca>
Cc: info go7 <info@groupof7.ca>; Jason Deonarain <jason@groupof7.ca>
Subject: Direction re Rent - 550

Good morning,
Please see attached direction with respect to the rent.
The new management is cc'd on this email @Helen Platis is your main contact
Please let me know if you have any questions
Raj

Raj Grewal

T: 905 799 0925 | **M**: 416 948 3665
F: 866 570 0633
E: raj@rsglaw.ca
6605 Hurontario Street
Suite 400
Mississauga, ON L5T 0A3
www.rsglaw.ca

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Docusign Envelope ID: CEEDAA69-4B5C-8EB7-8009-77C884CCC677

NOTICE OF MORTGAGEES IN POSSESSION

TO:	RSG Oakville Holdings Inc. (Owner/Landlord)
AND TO:	Dollarama L.P.
AND TO:	All Tenants and Occupants of 550 Kerr Street (the "**Property**")

FROM:	1000568713 Ontario Inc. and Josdan Limited (the "**Mortgagees**")
C/O:	Atkinson Law Professional Corporation Tel: (416) 900-1252, Email: info@atkinsonlaw.ca Address: First Canadian Place 100 King Street West, Suite 5700 Toronto, ON M5X 1C7

DATE:	September 26, 2026
MORTGAGE	Charge, having instrument number **HR2106353** registered on May 26, 2025 Transfer of charge, having instrument number **HR2107016** registered on May 29, 2025 Transfer of charge, having instrument number **HR2106354** registered on May 26, 2025
PROPERTY:	550 Kerr Street, Oakville
LEGAL DESCRIPTION:	PIN: 24828 - 0134 (LT) PART LOT 16 CONCESSION 3 TRAFALGAR SOUTH DUNDAS ST, PART BLOCK A PLAN 967, PTS 1 TO 5 20R18594 EXCEPT PARTS 3,6 HR1779615, T/W & S/T 132602, 138843, S/T 132611 ; S/T 132603; SUBJECT TO AN EASEMENT OVER PARTS 1, 2 & 5 20R18594 IN FAVOUR OF PT BLK A PL 967 PTS 1-4, 6, 7 20R6554 & ENTRANCE PL 967 LYING N OF PRODUCTION OF SE LIMIT OF SHEPPARD RD AS IN HR1513388; SUBJECT TO AN EASEMENT OVER PARTS 1 & 4 20R18594 IN FAVOUR OF PT BLK A PL 967 PTS 1-4, 6, 7 20R6554 & ENTRANCE PL 967 LYING N OF PRODUCTION OF SE LIMIT OF SHEPPARD RD AS IN HR1513390; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2,4,5 HR1779615 AS IN HR1779615; TOWN OF OAKVILLE

1. Entry into Possession

The Mortgagees give notice that, as of September 26, 2026, it has entered into possession of the Property as mortgagees in possession following defaults under the Mortgage. Possession is taken with all rights and remedies available at law and in equity and under the *Mortgages Act,* R.S.O. 1990, c. M.40 (Ontario) and related legislation.

This notice does not constitute a waiver of any default or remedy. All rights are reserved.

2. Directions to the Owner and its Agents

Effective immediately, the Owner and its agents must:

1. Deliver keys and access media for all entrances, mechanical rooms, electrical rooms, roof access, parking, mailrooms and lockers to the Mortgagees or its agent by [time/date].
2. Provide records within 5 business days, including:
    a. Leases, amendments and assignments, current rent roll and arrears report
    b. Service and maintenance contracts, warranties, permits and approvals
    c. Insurance policies, certificates and claims history
    d. Utility accounts, tax bills and statements of account
    e. Operating statements for the last 24 months and any trust or reserve accounts
3. Cease collecting rent and refrain from directing tenants regarding rent or access, except as instructed by the Mortgagees.

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4. Preserve the property. Do not remove fixtures, equipment, records or chattels essential to operations without written consent.

3. Directions to Tenants and Occupants (Attornment and Payment of Rent)

All tenants and occupants are required to attorn to the Mortgagees for the limited purpose of paying rent and performing tenant covenants.

- All rent and other amounts now due and hereafter accruing must be paid to the Mortgagees as follows:
  Payee: 1876932 Ontario Limited
  Method: Wire transfer, EFT, or as otherwise agreed
  Payment details:
  Bank name: Canadian Imperial Bank of Commerce
  CIBC Institution Number: 010; Transit number: 07722; Account Number: 9302212
  Account holder name: 1876932 Ontario Limited;
  Account holder address: 17B Cosmo Road, Toronto, ON, M8X 1Z3
  Reference: Dollarama L.P. – Monthly Rent Payment
- **Do not pay rent to the Owner or any other person unless the Mortgagees confirms otherwise in writing. Payments made contrary to this direction may not be credited to your account.**
- Within five (5) business days, please confirm to the Mortgagees: legal tenant name, premises, lease dates, current rent and additional rent, arrears balance, any abatements, and contact details. Provide copies of the executed lease and amendments, any estoppel certificates, and your current certificate of insurance if required by your lease.

4. Management and Operations

The Mortgagees will manage the Property. Rents and other income will be applied to:

1. costs of preservation and management,
2. taxes, insurance and prior encumbrances,
3. interest and principal under the Mortgage,
4. any surplus to the Owner, subject to applicable priority rules.

Existing service contracts will be reviewed. The Mortgagees may continue, suspend or terminate contracts according to their terms and applicable law.

5. Insurance, Taxes and Utilities

- Please have your insurer issue certificates showing required coverages, with the Mortgagees as additional insured and loss payee where applicable.
- Tenants must maintain insurance as required by their leases.
- The Mortgagees will address arrears of municipal taxes and utilities in accordance with statutory priorities and available funds.

6. Access and Non-Interference

The Mortgagees, its agents and contractors are entitled to enter and access all parts of the Property as reasonably required for management, inspection, repairs and leasing. Do not obstruct or interfere with these activities.

7. No Merger and Reservation of Rights

Taking possession does not merge or affect the Mortgage or any other security or guarantee. The Mortgagees may pursue any other remedies, including power of sale, foreclosure, or receiver appointment, without further notice except as required by law.

8. Contact for All Communications

Operational matters: Jason Deonarain; Email: jason@groupof7.ca Tel: (416) 989-3144

Rent & Accounting: Helen Plati; Email: helen@groupof7.ca Tel: (416) 258-9451

Legal notices: Avi Freedland (Avi Freedland – avi@atkinsonlaw.ca) - (416) 900-1252 x106
Address: First Canadian Place, 100 King Street West, Suite 5700. Toronto, ON M5X 1C7

Please acknowledge receipt of this notice by email to info@atkinsonlaw.ca

ALEXEI TSVETKOV (on behalf of the Mortgagees)

Per: _____ Signed by: Alexei Tsvetkov 51E552B2F6C84ED...

Appendix G

Property summaries with transactions

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
1000948084 Ontario Inc.	**8114 Mayfield Road, Caledon (PIN 14349-0414)**	Agricultural, 15.93 acres	**Receivership - AlixPartners (appointed over the proceeds of the real property)**	Agricultural property of 15.93 acres owned by 1000948084 Ontario Inc. On June 3, 2026 Avtar Singh Grewal disclosed that he holds 50% of its shares in a bare trust for Davinder Singh Khattra's mother; no electronic copy of the trust agreement has been produced. The property was sold to His Majesty the King in right of Ontario (Highway 413) on June 26, 2026, and net proceeds of $22,390,745.31 were paid into court. The proceeds are in Schedule C of the ARRO and are subject to the claims process order of July 17, 2026, under which the Sales Officer is determining secured claims.
				Summary of allegations: The National Bank plaintiffs say the company received $100,000 of converted funds and has not delivered the disclosure the Mareva requires; they say Avtar Singh Grewal is its sole officer and director. WIGI says Avtar holds 50% of the owner's shares in an undisclosed bare trust for Khattra's mother, and that the June 2026 sale of the property was not disclosed to WIGI and was scheduled to close in breach of the Mareva.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Jun 26, 2026	Sale of 8114 Mayfield Road to His Majesty the King in right of Ontario (Highway 413). Net proceeds paid into court.	1000948084 Ontario Inc. (vendor); His Majesty the King in right of Ontario (purchaser); Avtar Singh Grewal (50% per affidavit)	$22,390,745.31	June 12, 2026 endorsement paras 14-18; Second Report (Oct 9, 2026) para 61; ARRO (Oct 23, 2026) Schedule C	Secured claims are being determined under the claims process.	

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
1000751013 Ontario Inc.	**50 Centennial Road, Orangeville (PIN 34006-0486)**	Industrial; 3.43 acres; about 14,000 sq ft building; tenants include Just Trux and AST Logistics	**Receivership - AlixPartners**	Industrial property of 3.43 acres with an industrial building of about 14,000 sq ft (about 40% office), owned by 1000751013 Ontario Inc., of which Avtar Singh Grewal is a director. First Source Financial Management Inc. and Owemanco Mortgage Holding Corporation hold a first charge of $6,552,000. The Cesana Claimants hold a second charge of $8,384,755. The property is in Schedule A of the ARRO.
				Summary of allegations: No specific allegations found in the materials.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of First Source Financial Management Inc.; Owemanco Mortgage Holding Corporation	First Source Financial Management Inc.; Owemanco Mortgage Holding Corporation	$6,552,000.00	Second Report (Oct 9, 2026) para 37(a)		
Unknown	Second charge registered in favour of Cesana Claimants (named in CL-26-00000304-0000)	Cesana Claimants (named in CL-26-00000304-0000)	$8,384,755.00	Second Report (Oct 9, 2026) para 37(b)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
1000823296 Ontario Inc.; 1000952329 Ontario Inc.; 1000952336 Ontario Inc.	**10150, 10180 and 10220 Pine Valley Drive, Vaughan (PINs 03326-0411, 03326-0150, 03326-0149)**	Church (St. Paul's Presbyterian); the Second Report describes the lots as commercial properties	**Receivership - AlixPartners**	Three lots in Vaughan (10150, 10180 and 10220 Pine Valley Drive). They are owned by 1000823296, 1000952329 and 1000952336 Ontario Inc.; Avtar Singh Grewal is sole director of each. SEI Capital Inc. holds a first charge of $8,000,000. On October 5, 2026 SEI moved to exclude the lots from the receivership so it can exercise its power of sale. Second charges totalling $2,610,000 are held by a group of ten individuals and companies, and the Cesana Claimants hold a third charge of $18,788,000. The ARRO keeps the lots in Schedule A.
				Summary of allegations: SEI's postponement in favour of a $2.7M further advance and the Toor parties' third mortgage were fraudulently registered on title without the Cesana Claimants' consent; SEI describes the properties as 'fraud-tainted'.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of SEI Capital Inc.	SEI Capital Inc.	$8,000,000.00	Second Report (Oct 9, 2026) para 45(a)		
Unknown	Second charge registered in favour of Sukhwinder Singh Khun-Khun; Mangal Singh Nijjar; Surinder Pal Singh Dham; 1509238 Ontario Ltd.; IEJ Holdings Inc.; Manpreet Toor; Manjit Kaur Singh; Jaipur McQueen Plaza Inc.; Arti Bhalla; Ravinderpal Singh	Sukhwinder Singh Khun-Khun; Mangal Singh Nijjar; Surinder Pal Singh Dham; 1509238 Ontario Ltd.; IEJ Holdings Inc.; Manpreet Toor; Manjit Kaur Singh; Jaipur McQueen Plaza Inc.; Arti Bhalla; Ravinderpal Singh	$2,610,000.00	Second Report (Oct 9, 2026) para 45(b)		
Unknown	Third charge registered in favour of Cesana Claimants	Cesana Claimants	$18,788,000.00	Second Report (Oct 9, 2026) para 45(c)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
1000948073 Ontario Inc.	**6902 Mayfield Road, Caledon (PIN 14348-0554)**	Agricultural; 5.34 acres; trailer storage; large house on the property	**Receivership - AlixPartners**	Agricultural property of 5.34 acres used for trailer storage, owned by 1000948073 Ontario Inc. (Avtar Singh Grewal is sole director). Registered charges: 1079283 Ontario Inc. $12,800,000 first; Cesana Claimants $4,000,000 second; Addison Wealth Management Inc. $1,000,000 third. The property is in Schedule A of the ARRO.
				Summary of allegations: The National Bank plaintiffs list the company as a converted funds recipient and that it has not delivered the required disclosure. They say Avtar Singh Grewal is its sole officer and director.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of 1079283 Ontario Inc.	1079283 Ontario Inc.	$12,800,000.00	Second Report (Oct 9, 2026) para 53(a)		
Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$4,000,000.00	Second Report (Oct 9, 2026) para 53(b)		
Unknown	Third charge registered in favour of Addison Wealth Management Inc.	Addison Wealth Management Inc.	$1,000,000.00	Second Report (Oct 9, 2026) para 53(c)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
Swift Car Wash Cambridge Inc.	**408 Hespeler Road, Cambridge (PIN 03791-1198)**	Car wash facility; 0.74 acres; 5,665 sq ft building (built 2023)	**Receivership - AlixPartners**	Car wash facility on 0.74 acres with a 5,665 sq ft building, owned by Swift Car Wash Cambridge Inc., of which Avtar Singh Grewal is president and a director. Meridian Credit Union Limited holds a first charge of $7,500,000, Smitty's Car Wash Canada Inc. a second of $2,500,000, and Jagtar Raman a third of $1,500,000. The property is in Schedule A of the ARRO. Per counsel for Meridian (email of September 15, 2026), Avtar Singh Grewal holds 70% of the company and the operators, Abiram Kanagasabai and Raja Singh, hold 30% combined. Avtar invested $3.8M for his 70%. The email describes him as a silent investor who has not been paid; the Second Report (para 62) lists him as president and director. The operators run the business day to day. It is a subscription-based car wash. The property is in Schedule A of the ARRO.
				Summary of allegations: Swift received $3.8M from Avtar Singh Grewal in exchange for a 70% interest, according to Meridian's counsel. Meridian's counsel describes Avtar as a silent investor who has not been paid. It is not clear where the $3.8M came from, and the funds may also be converted funds.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of Meridian Credit Union Limited	Meridian Credit Union Limited	$7,500,000.00	Second Report (Oct 9, 2026) para 65(a)		
Unknown	Second charge registered in favour of Smitty's Car Wash Canada Inc.	Smitty's Car Wash Canada Inc.	$2,500,000.00	Second Report (Oct 9, 2026) para 65(b)		
Unknown	Third charge registered in favour of Jagtar Raman	Jagtar Raman	$1,500,000.00	Second Report (Oct 9, 2026) para 65(c)		
Unknown	Avtar Singh Grewal invests $3.8M in Swift Car Wash Cambridge Inc. for a 70% interest (per the operators, relayed by Meridian's counsel; date not stated)	Avtar Singh Grewal; Swift Car Wash Cambridge Inc.; Abiram Kanagasabai and Raja Singh (operators, 30% combined)	$3,800,000.00	Email from Jason Spetter (counsel to Meridian Credit Union) to Jeff Larry, September 15, 2026	Not verified against company records. The Second Report (para 62) lists Avtar Singh Grewal as president and director; the email describes him as a silent investor with no role.	

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
1000234646 Ontario Inc.	**10339 Sodom Road, Niagara Falls (PIN 64258-1068)**	Agricultural; houses appear on the lot	**Receivership - AlixPartners**	Farmland in Niagara Falls owned by 1000234646 Ontario Inc. (Avtar Singh Grewal is sole director). 1664531 Ontario Inc. holds a first charge of $1,594,936 and the Cesana Claimants a second of $6,597,207. The ARRO includes it in Schedule A.
				Summary of allegations: No specific allegations found in the materials. IFS Financial Services is an insurance premium financer that dealt with several RSG-linked properties and companies. It is alleged to have been paid amounts owed to it from converted funds. This company had a financing agreement with IFS (National Bank motion record, Exhibit GG).

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of 1664531 Ontario Inc.	1664531 Ontario Inc.	$1,594,936.00	Second Report (Oct 9, 2026) para 82(a)		
Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$6,597,207.00	Second Report (Oct 9, 2026) para 82(b)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary						
1000269221 Ontario Inc.	**Willoughby/Marshall Drive, Niagara Falls (PIN 64253-0036)**	Agricultural (farmland)	**Receivership - AlixPartners**	Farmland in Niagara Falls owned by 1000269221 Ontario Inc. (Avtar Singh Grewal is sole director). WIGI and 2114253 Alberta Ltd. hold a first charge of $1,378,515 and the Cesana Claimants a second of $6,597,207. The ARRO includes the property in Schedule A.						
				Summary of allegations: No specific allegations found in the materials.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of WIGI Restructured Bond Corporation; 2114253 Alberta Ltd.	WIGI Restructured Bond Corporation; 2114253 Alberta Ltd.	$1,378,515.00	Second Report (Oct 9, 2026) para 90(a)		
				Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$6,597,207.00	Second Report (Oct 9, 2026) para 90(b)		
1000227494 Ontario Inc.	**3775 Miller Road, Niagara Falls (PIN 64254-0330)**	Agricultural; vacant	**Receivership - AlixPartners**	Farmland in Niagara Falls owned by 1000227494 Ontario Inc. (Avtar Singh Grewal is sole director). WIGI holds a first charge of $1,159,731 and the Cesana Claimants a second of $6,597,207. WIGI has asked for exclusion of the Miller Road properties. The ARRO includes the property in Schedule A.						
				Summary of allegations: IFS (insurance premium financer) has a financing agreement with this company (National Bank motion record, Exhibit EE).						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of WIGI Restructured Bond Corporation	WIGI Restructured Bond Corporation	$1,159,731.00	Second Report (Oct 9, 2026) para 98(a)(i)		
				Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$6,597,207.00	Second Report (Oct 9, 2026) para 98(a)(ii)		
1000234561 Ontario Inc.	**3944 Miller Road, Niagara Falls (PIN 64253-0002)**	Agricultural (farmland)	**Receivership - AlixPartners**	Farmland in Niagara Falls owned by 1000234561 Ontario Inc. (Avtar Singh Grewal is sole director). 1664531 Ontario Inc. and 2114253 Alberta Ltd. hold a first charge of $934,025 and the Cesana Claimants a second of $6,597,207. The ARRO includes the property in Schedule A.						
				Summary of allegations: IFS (insurance premium financer) has a financing agreement with this company (National Bank motion record, Exhibit FF).						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of 1664531 Ontario Inc.; 2114253 Alberta Ltd.	1664531 Ontario Inc.; 2114253 Alberta Ltd.	$934,025.00	Second Report (Oct 9, 2026) para 98(b)(i)		
				Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$6,597,207.00	Second Report (Oct 9, 2026) para 98(b)(ii)		
1000255918 Ontario Inc.	**4102 Marshall Road, Niagara Falls (PIN 64253-0060)**	Agricultural; buildings appear on the lot	**Receivership - AlixPartners**	Farmland in Niagara Falls owned by 1000255918 Ontario Inc. (Avtar Singh Grewal is sole director). WIGI holds a first charge of $531,487 and the Cesana Claimants a second of $6,597,207. The ARRO includes the property in Schedule A.						
				Summary of allegations: IFS (insurance premium financer) has a financing agreement with this company (National Bank motion record, Exhibit CC).						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of WIGI Restructured Bond Corporation	WIGI Restructured Bond Corporation	$531,487.00	Second Report (Oct 9, 2026) para 106(a)		
				Unknown	Second charge registered in favour of Cesana Claimants	Cesana Claimants	$6,597,207.00	Second Report (Oct 9, 2026) para 106(b)		
2866563 Ontario Inc.	**143 Highway 32, Gananoque (PIN 44242-0061)**	About 351 acres in two parcels (about 30 and 321 acres); 16 acres highway commercial; part used for trailer parking	**Receivership - AlixPartners**	Two parcels of about 30 and 321 acres divided by a government strip, owned by 2866563 Ontario Inc. (Avtar Singh Grewal is president and a director). Part of the east parcel is used to park trailers. Charges: 548658 Ontario Inc. $2,600,000 first; Kizashi Capital Inc. $1,450,000 second; Cesana Claimants $7,500,000 third and $7,500,000 fourth. The ARRO includes the property in Schedule A.						
				Summary of allegations: No specific allegations found in the materials.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of 548658 Ontario Inc.	548658 Ontario Inc.	$2,600,000.00	Second Report (Oct 9, 2026) para 113(a)		
				Unknown	Second charge registered in favour of Kizashi Capital Inc.	Kizashi Capital Inc.	$1,450,000.00	Second Report (Oct 9, 2026) para 113(b)		
				Unknown	Third charge registered in favour of Cesana Claimants	Cesana Claimants	$7,500,000.00	Second Report (Oct 9, 2026) para 113(c)		
				Unknown	Fourth charge registered in favour of Cesana Claimants	Cesana Claimants	$7,500,000.00	Second Report (Oct 9, 2026) para 113(d)		
1000105486 Ontario Inc.	**4952 Seventh Line, Guelph (PIN 71168-0085)**	Agricultural; 20 acres; stable built up and appears operational	**Receivership - AlixPartners**	Agricultural property of 20 acres with a stable, owned by 1000105486 Ontario Inc. Its directors are Avtar Singh Grewal and Shikha Kasal. Charges: 2212027 Ontario Inc. $1,500,000 first; Jaspal Uppal and Paljit Kler $1,000,000 second. The ARRO includes the property in Schedule A.						
				Summary of allegations: No specific allegations found in the materials.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of 2212027 Ontario Inc.	2212027 Ontario Inc.	$1,500,000.00	Second Report (Oct 9, 2026) para 121(a)		
				Unknown	Second charge registered in favour of Jaspal Uppal; Paljit Kler	Jaspal Uppal; Paljit Kler	$1,000,000.00	Second Report (Oct 9, 2026) para 121(b)		
Avtar Singh Grewal (personally)	**5 Studley Street, Mississauga (PIN 13273-0122)**	Residential property; single residence	**Receivership - AlixPartners**	Single residence in Mississauga owned by Avtar Singh Grewal personally. Computershare Trust Company of Canada holds a first mortgage of $738,750, transferred from MCC Mortgage Holdings Inc. The ARRO lists the property in Schedule A.						
				Summary of allegations: No specific allegations found in the materials.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Unknown	First charge registered in favour of Computershare Trust Company of Canada (transferred from MCC Mortgage Holdings Inc.)	Computershare Trust Company of Canada (transferred from MCC Mortgage Holdings Inc.)	$738,750.00	Second Report (Oct 9, 2026) para 128(a)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary						
Avtar Singh Grewal; Baljeet Grewal	**315-1139 Cooke Boulevard, Burlington (PINs 26028-0220 and 26028-0344)**	Residential condominium; tenanted (rent being collected)	**Receivership - AlixPartners**	Condominium units in Burlington owned by Avtar Singh Grewal and Baljeet Grewal. CIBC holds a first charge of $600,000 and Halton Standard Condominium Corporation No. 726 a condo lien of $3,850. Davinder Singh Khattra registered a discharge of Effort Trust Company's mortgage on February 4, 2026 without authority (he says in error). Effort Trust's mortgage was $563,960.30 in principal; it claimed $618,514.18 at June 11, 2026 and asks the court to void the discharge and restore its mortgage. Justice Myers directed Avtar Singh Grewal and Rajvinder Singh Grewal to file evidence by October 5, 2026; none was filed. The ARRO lists the property in Schedule A.						
				Summary of allegations: Effort Trust says its first mortgage was fraudulently deleted from title through a discharge registered by Khattra. It says Khattra and Grewal did not disclose to Effort Trust that the property was subject to a Mareva injunction prohibiting sale. Effort Trust sought reinstatement of its mortgage with CIBC's consent, and the charge was re-instated on title on October 20, 2026.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Feb 4, 2026	Davinder Singh Khattra registers a discharge of Effort Trust Company's mortgage on 315-1139 Cooke Blvd, without authority (he later says in error)	Davinder Singh Khattra; Effort Trust Company (mortgagee); Avtar Singh Grewal and Baljeet Grewal (owners)	$563,960.30	June 12, 2026 endorsement paras 31-36; Second Report (Oct 9, 2026) para 136	Amount is the original principal. Effort Trust claimed $618,514.18 at June 11, 2026. The charge was re-instated on title on October 20, 2026 (see the entry below). The charge was re-instated on title on October 20, 2026 (see the entry below).	
				Unknown	First charge registered in favour of Canadian Imperial Bank of Commerce (CIBC)	Canadian Imperial Bank of Commerce (CIBC)	$600,000.00	Second Report (Oct 9, 2026) para 135(a)		
				Unknown	Lien charge registered in favour of Halton Standard Condominium Corporation No. 726 (condo lien)	Halton Standard Condominium Corporation No. 726 (condo lien)	$3,850.00	Second Report (Oct 9, 2026) para 135(b)		
				Oct 20, 2026	Effort Trust charge re-instated on title (HR1859528, registered January 14, 2022); discharge HR2158923 (February 4, 2026) deleted; amending order in favour of Effort Trust registered October 19, 2026 (HR2207628)	Effort Trust Company; Avtar Singh Grewal; Baljeet Grewal	$595,000.00	Parcel registers for PINs 26028-0344 and 26028-0220, dated October 29, 2026	Register charge amount is $595,000. The Second Report (para 136) gives the principal as $563,960.30.	
2868127 Ontario Inc. (owner per Appointment Order)	**7133 Industrial Parkway, Alliston (ID 58146-006)**	Not described beyond the listing	**Sales Officer - AlixPartners**	Named in paragraph 2(b) of the Appointment Order (June 12, 2026), the Sales Officer may sell only on the instruction of 2868127 Ontario Inc. or by court order (paragraph 5). The property is not in any schedule of the October 23 ARRO. On June 5, 2026 it was listed for sale for $1, in breach of the Mareva order; the listing was withdrawn after WIGI objected. The June 12 endorsement (para 46) records that $2,000,000 of funds RSG Law wrongly disbursed to clients was paid by the defendants into a mortgage on this property.						
				Summary of allegations: WIGI says the owners, Arandeep Grewal and Amrinder Singh Mangat, listed the property for sale for $1 on June 5, 2026 in defiance of the Mareva, and took the listing down when WIGI objected. It is alleged that $2 million of funds wrongly disbursed by RSG Law to its clients on the sale of the Tutela property were paid by the defendants into the mortgage on this property.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Jun 5, 2026	7133 Industrial Parkway listed for sale for $1, in breach of the Mareva; listing withdrawn after WIGI objects	Arandeep Grewal; Amrinder Singh Mangat (per June 12 endorsement); 2868127 Ontario Inc. (owner per Appointment Order)	$1.00	June 12, 2026 endorsement paras 42-43; Appointment Order (June 12, 2026) paras 2(b), 5	Amount is the $1 listing price. As it appears from the documents, the Appointment Order (para 2(b)) names 2868127 Ontario Inc. as the owner of 7133 Industrial Parkway, and para 5 refers to instructions from that company. The June 12 endorsement (para 42) says the property is owned by Arandeep Grewal and Amrinder Singh Mangat. Para 9 of the Appointment Order lists 2868127 Ontario Inc., Amrinder Mangat and Arandeep Grewal together as the registered and beneficial owners.	
				Jun 12, 2026	Appointment Order: AlixPartners Advisory, Inc. appointed receiver (styled Sales Officer) over Avtar Singh Grewal's interest in the properties and over 7133 Industrial Parkway	Justice Myers (order); AlixPartners Advisory, Inc.; Avtar Singh Grewal; 2868127 Ontario Inc.	N/A	Appointment Order (June 12, 2026) paras 2, 3, 5; June 12, 2026 endorsement paras 42-45		
				Unknown	Defendants repay $2,000,000 of funds RSG Law wrongly disbursed to clients on a sale secured by WIGI's mortgage, by paying it into a mortgage on a property the defendants control	RSG Law Professional Corporation (disbursed); the defendants (repaid)	$2,000,000.00	June 12, 2026 endorsement para 46	Date not stated in the endorsement.	
RSG Law Professional Corporation (funds); 1000234566 Ontario Inc. and 1000451281 Ontario Inc. (sellers)	**Address not stated (PIN 32067-0464; previously PIN 32067-0291)**	Not described in the documents	**RSG Law receivership - AlixPartners**	PIN 32067-0464 (previously 32067-0291), no address in the materials. On June 18, 2025, 1000234566 Ontario Inc. and 1000451281 Ontario Inc. sold it to Tutela Heights Development(s) Inc. The Mareva order treats $4,120,000 of the proceeds as 'Converted Funds' and freezes them. WIGI says its first mortgage was not repaid. The June 3 endorsement says the mortgage was deleted from title through a Land Titles error and that the transaction could not have been an honest one. The RSG Law order says the sale funds were directed to RSG Law.						
				Summary of allegations: WIGI alleges it was defrauded of ~$4 million. It says Khattra told WIGI the mortgage would be repaid from the June 2025 sale, but the mortgage was discharged by mistake and the funds were fraudulently disbursed to the 4566 defendants. A Mareva over $4,120,000 of traceable proceeds was granted, and Tutela Heights Development Inc. must disclose how the proceeds were transmitted.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Jun 18, 2025	Closing of sale of PIN 32067-0464 (previously 32067-0291). WIGI says the proceeds were subject to its first mortgage and were not paid to it.	1000234566 Ontario Inc.; 1000451281 Ontario Inc. (sellers); Tutela Heights Development(s) Inc. (purchaser); Avtar Singh Grewal, Arandeep Grewal, Amrinder Singh Mangat (defendants)	$4,120,000.00	Mareva order (Apr 23, 2026) para 1(a), para 7; June 12, 2026 endorsement para 4; RSG Law receivership order (Oct 23, 2026) Schedule A	Amount is the frozen 'Converted Funds', not the sale price, which is not in the documents. Schedule A of the RSG order says the funds were directed to RSG Law. WIGI's mortgage was not repaid.	
				May 15, 2026	Settlement signed: Avtar Singh Grewal to pay $1,000,000 that day and about $3,300,000 by May 22. Davinder Singh Khattra also settles.	WIGI Restructured Bond Corporation; Avtar Singh Grewal; Davinder Singh Khattra	$1,000,000.00	May 25, 2026 endorsement paras 2-3; Second Report (Oct 9, 2026) para 12	The $1M due that day was not paid.	
				May 22, 2026	Second settlement payment due ($3,300,000) not made	Avtar Singh Grewal; WIGI Restructured Bond Corporation	$3,300,000.00	May 25, 2026 endorsement paras 5-8	The $3.3M due that day was not paid.	
				May 25, 2026	Judgment against Avtar Singh Grewal, with $50,000 full-indemnity costs	Justice Myers (order); Avtar Singh Grewal; WIGI Restructured Bond Corporation	$50,000.00	May 25, 2026 endorsement paras 6-12; June 3, 2026 endorsement para 7; Second Report (Oct 9, 2026) para 13	The June 3 endorsement says the judgment is against two settling defendants, Avtar Singh Grewal and Davinder Singh Khattra.	
				Jun 2, 2026	WIGI's own search finds three properties listed for sale. Two are under power of sale or a sale agreement. One was not in Avtar's May 12 affidavit.	Avtar Singh Grewal; WIGI Restructured Bond Corporation	N/A	June 3, 2026 endorsement paras 10-14		
				Oct 6, 2026	WIGI proposed settlement of about $4,706,228.86: $2,100,000 from trust funds held by two law firms on court approval; $900,000 from a BMO account Avtar Singh Grewal controls; balance within 45 days of a decision on discharging the Sales Officer	WIGI Restructured Bond Corporation; Avtar Singh Grewal; Rajvinder Singh Grewal; Amrinder Singh Mangat; Adair Goldblatt Bieber LLP and George Street Law Group LLP (holding trust funds)	$4,706,228.86	Second Report (Oct 9, 2026) paras 17-20, 162; Dunphy endorsement (Oct 13, 2026) para 2	Proposed, not paid. The source of the funds is not disclosed (Second Report, para 20). The Sales Officer raises concerns with the proposal, including possible improper preference and the defendants' non-compliance with information requests (para 20). Justice Dunphy's October 13 endorsement questioned whether court approval is needed and said the court should not be used to give one creditor priority, but made no ruling on this settlement. No order approving or rejecting it is in the documents. Adair Goldblatt Bieber LLP acts for Rajvinder Singh Grewal.	Not an RSG account (BMO account controlled by Avtar Singh Grewal; number not in materials)
				Unknown	Deletion of WIGI's first mortgage from title, attributed to an error at the Land Titles office	WIGI Restructured Bond Corporation;	Not stated	June 3, 2026 endorsement paras 2-3	Justice Myers described the transaction as not an honest one. The date of deletion is not in the file.	

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
RSG Oakville Holdings Inc.	**550 Kerr Street, Oakville (PIN 24828-0134)**	Retail plaza; 2.015 acres; 40,489 sq ft; tenants include Shoppers and Dollarama	**Receivership - AlixPartners (Schedule A; undertakings added Nov 3)**	Retail property of 2.015 acres with a 40,489 sq ft building, owned by RSG Oakville Holdings Inc., of which Avtar Singh Grewal is sole director. Charges: CIBC Mortgages Inc. $7,000,000 first; CIBC $1,600,000 second; Your Neighbourhood Credit Union Limited $11,600,000 third; Baljit Deol, McNalley Holdings Inc., Amrik Nijjar and Nirmal Minhas $1,600,000 fourth; and a $6,000,000 fifth charge in Avtar Singh Grewal's name, later transferred to Josdan Limited, 1000568713 Ontario Inc. and 1000085765 Ontario Inc. CIBC applied on September 1, 2026 for a receiver over RSG Oakville's property, assets and undertaking. The application was folded into the receivership order on November 3, 2026 (endorsement, para 4). The November 3 order keeps the property in Schedule A and also appoints the Receiver over RSG Oakville's property, assets and undertakings.

Summary of allegations: RSG Oakville is named in the CIBC application and has a financing agreement with IFS (insurance premium financer).

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Unknown	First charge registered in favour of CIBC Mortgages Inc.	CIBC Mortgages Inc.	$7,000,000.00	Second Report (Oct 9, 2026) para 74(a)		
Unknown	Second charge registered in favour of CIBC	CIBC	$1,600,000.00	Second Report (Oct 9, 2026) para 74(b)		
Apr 4, 2026	Third charge registered in favour of Your Neighbourhood Credit Union Limited	Your Neighbourhood Credit Union Limited	$11,600,000.00	Second Report (Oct 9, 2026) para 74(c)	Registered April 4, 2026 per CIBC notice (para 2(w)(ii)).	
Nov 3, 2025	Fourth charge registered in favour of Baljit Deol; McNalley Holdings Inc.; Amrik Nijjar; Nirmal Minhas	Baljit Deol; McNalley Holdings Inc.; Amrik Nijjar; Nirmal Minhas	$1,600,000.00	Second Report (Oct 9, 2026) para 74(d)	Registered November 3, 2025 per CIBC notice (para 2(w)(iv)).	
May 26, 2025	Fifth charge registered in favour of Avtar Singh Grewal (later transferred to Josdan Limited, 1000568713 Ontario Inc. and 1000085765 Ontario Inc.)	Avtar Singh Grewal (later transferred to Josdan Limited, 1000568713 Ontario Inc. and 1000085765 Ontario Inc.)	$6,000,000.00	Second Report (Oct 9, 2026) para 74(e)	Registered May 26, 2025 per CIBC notice (para 2(w)(iii)). Transferred to 1000085765 Ontario Inc. (transfer date not stated).	
Oct 23, 2012	Notice of lease registered in favour of Shoppers Realty Inc.	Shoppers Realty Inc. (tenant)	N/A	CIBC Notice of Application (Sept 1, 2026), para 2(w)(i)	Registration date as stated in the notice.	
Nov 15, 2023	Guarantees granted by Rajvinder Singh Grewal and RSG Law Professional Corporation in favour of CIBC	CIBC; Rajvinder Singh Grewal; RSG Law Professional Corporation (guarantors)	N/A	CIBC Notice of Application (Sept 1, 2026), para 2(j)(iii)	Guarantees dated November 15, 2023, per the notice.	
Jun 25, 2026	Property tax arrears of $177,266.46 as at June 25, 2026	RSG Oakville Holdings Inc. (owner); municipality (taxing authority)	$177,266.46	CIBC Notice of Application (Sept 1, 2026), para 2(x)	Amount as at June 25, 2026.	
Nov 3, 2026	Second Amended and Restated Receivership Order: Receiver appointed over the property, assets and undertakings of RSG Oakville Holdings Inc. (para 5(c)), under s. 243 BIA and s. 101 CJA	RSG Oakville Holdings Inc.; AlixPartners Restructuring, Inc. (Receiver)	N/A	Second Amended and Restated Receivership Order, Nov 3, 2026, paras 5(a), 5(c); CIBC endorsement, Nov 3, 2026, para 4	CIBC application as to the balance folded into the receivership order.	

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
RSG Holdings Ltd.	**6605 Hurontario Street, Mississauga**	Six-floor commercial building. Tenants per rent roll (dated 2024): Bank of Montreal; Inaba Foods (USA) Inc.; RSG Law; Vita Psychology Centre Inc.; Intrinsik; MacGillvray; Dr. Madhavi; Globalive (Freedom Mobile).	**Receivership - AlixPartners (Nov 3 Order, Schedule A)**	Six-floor commercial building owned by RSG Holdings Ltd. CIBC lent $11,000,000 under a commitment letter dated December 29, 2021 (assumed by RSG Holdings Ltd.) and holds a charge and general security agreement. The loan matured April 1, 2026 and was not repaid. Later registrations include an $8,000,000 charge (December 23, 2024) in favour of 1000568713 Ontario Inc. et al., and a $5,000,000 charge (April 29, 2026) in favour of Addison Wealth Management Inc. Property tax arrears exceeded $717,000 and water arrears $22,000 as at July 16, 2026, and a bailiff's warrant has been issued for the realty tax arrears. CIBC's application of September 1, 2026 seeks a receiver over RSG Holdings Ltd.'s property, assets and undertaking. On November 3, 2026 the Court added the property to Schedule A and appointed the Receiver over the property, assets and undertakings of RSG Holdings Ltd.

Summary of allegations: No specific fraud allegation found against this property.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Dec 29, 2021	CIBC commitment letter to Rock Developments Inc. (assumed by RSG Holdings Ltd.) for an $11,000,000 loan (Mississauga Loan)	CIBC (lender); Rock Developments Inc.; RSG Holdings Ltd. (borrower)	$11,000,000.00	CIBC Notice of Application (Sept 1, 2026), para 2(e)	Matured April 1, 2026; not repaid (para 2(g)).	
Dec 23, 2024	Charge of $8,000,000 registered in favour of 1000568713 Ontario Inc. et al. (the '8713 Registration')	1000568713 Ontario Inc. et al. (chargee); RSG Holdings Ltd. (chargor)	$8,000,000.00	CIBC Notice of Application (Sept 1, 2026), para 2(t)(ii)	Registered after CIBC's charge.	
Apr 29, 2026	Charge of $5,000,000 registered in favour of Addison Wealth Management Inc. (the 'Addison Registration')	Addison Wealth Management Inc. (chargee); RSG Holdings Ltd. (chargor)	$5,000,000.00	CIBC Notice of Application (Sept 1, 2026), para 2(t)(iii)	Registered after CIBC's charge.	
Jul 8, 2026	Demand for payment and Notice of Intention to Enforce Security (s. 244 BIA) issued by CIBC	CIBC; RSG Holdings Ltd. and the guarantors	N/A	CIBC Notice of Application (Sept 1, 2026), Default and Demands section	Demands made to each respondent and guarantor on July 8, 2026.	
Jul 16, 2026	Property tax arrears in excess of $717,000 and water arrears in excess of $22,000 (bailiff's warrant issued by Barton & Company for the realty tax arrears)	RSG Holdings Ltd. (owner); municipality; Barton & Company (bailiff)	$717,000.00	CIBC Notice of Application (Sept 1, 2026), para 2(u)	Amounts as at July 16, 2026, per the notice.	
Sep 1, 2026	CIBC application to appoint AlixPartners Restructuring, Inc. as receiver over RSG Holdings Ltd.'s property, assets and undertaking	CIBC (applicant); RSG Holdings Ltd. (respondent); AlixPartners Restructuring, Inc. (proposed receiver)	N/A	CIBC Notice of Application (Sept 1, 2026), paras 1(b) and 2	The notice says the hearing date is to be scheduled by the court. I believe the date is November 3.	
Unknown	Charge of $11,000,000 registered in favour of CIBC against title	CIBC (chargee); RSG Holdings Ltd. (chargor)	$11,000,000.00	CIBC Notice of Application (Sept 1, 2026), para 2(t)(i)	Registration date not stated.	
Unknown	General security agreement granted by RSG Holdings Ltd. to CIBC	RSG Holdings Ltd. (grantor); CIBC (secured party)	N/A	CIBC Notice of Application (Sept 1, 2026), para 2(t)(ii)	Grant date not stated.	
Nov 3, 2026	Second Amended and Restated Receivership Order (Dunphy J.): 6605 Hurontario added to Schedule A; Receiver appointed over the property, assets and undertakings of RSG Holdings Ltd. (paras 5(a) and 5(c))	RSG Holdings Ltd.; AlixPartners Restructuring, Inc. (Receiver)	N/A	Second Amended and Restated Receivership Order, Nov 3, 2026, paras 5(a), 5(c) and Schedule A	Monies collected for this property may only pay operating expenses, property taxes and fees (para 9(d)).	

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary						
Sukhdeep Kang and Surjit Kang	**4463 Escarpment Drive, Burlington (PIN 07198-0214)**	Residential lot; plaintiffs planned to build a residence (per claim)	**Not in receivership - Kang Mareva and Norwich order (Aug 21, 2026)**	Residential lot at 4463 Escarpment Drive, Burlington (Lot 7, Plan 20M-990), owned by Sukhdeep and Surjit Kang. The Kangs bought it on February 8, 2022 and planned to build a residence. In December 2025 they arranged short-term financing through RSG Law with Stercus Accidit Finance Corp. (up to $10.8M). $10M was advanced through RSG Law on December 31, 2025 and January 6, 2026, and Stercus registered a mortgage on December 23, 2025. The Kangs say they repaid $10.5M into RSG Law's trust account by March 30, 2026, and that Khattra told them the mortgage was discharged. Stercus says it was never repaid (July 2026). On August 21, 2026 Justice Dunphy granted a Mareva injunction freezing up to $10.5M of RSG and Khattra's assets traceable to the funds, and a Norwich order for bank records. The fresh amended claim seeks $10.5M in damages.						
				Summary of allegations: The Kang plaintiffs allege RSG Law and Khattra breached trust by not using the $10.5M the plaintiffs repaid into trust on March 30, 2026 to repay Stercus's loan. Stercus says it was never repaid. The August 21, 2026 order froze up to $10.5M of RSG and Khattra's assets traceable to the funds.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				2022-02-08	Sukhdeep and Surjit Kang purchase 4463 Escarpment Drive	Sukhdeep Kang; Surjit Kang (purchasers)	Not stated	Kang Fresh as Amended Statement of Claim (dated Sept 14, 2026), para 8	Vendor not identified in the claim.	
				December 2025	Kangs seek short-term financing for a residence; RSG Law arranges a loan from Stercus Accidit Finance Corp. of up to $10,800,000	Sukhdeep Kang; Surjit Kang; RSG Law Professional Corporation; Davinder Singh Khattra; Stercus Accidit Finance Corp.	$10,800,000.00	Kang Fresh as Amended Statement of Claim, paras 9-10	Maximum facility amount, not the amount advanced.	
				Dec 22, 2025	Stercus funds paid to RSG Law on or about this date	Stercus Accidit Finance Corp.; RSG Law Professional Corporation	Not stated	Kang Fresh as Amended Statement of Claim, para 10		
				Dec 23, 2025	Stercus mortgage charge registered on title to 4463 Escarpment Drive	Stercus Accidit Finance Corp. (chargee); Sukhdeep Kang and Surjit Kang (chargors)	Not stated	Kang Fresh as Amended Statement of Claim, para 12	Charge amount not stated in the claim. Stercus says it holds title insurance on the mortgage (para 20).	
				Dec 31, 2025	First instalment of the loan advanced through RSG Law	Stercus Accidit Finance Corp.; RSG Law Professional Corporation; Sukhdeep Kang and Surjit Kang	Not stated	Kang Fresh as Amended Statement of Claim, para 11	Part of $10,000,000 advanced in total (with January 6, 2026). Stercus is put to strict proof that these were its funds.	
				Jan 6, 2026	Second instalment of the loan advanced through RSG Law	Stercus Accidit Finance Corp.; RSG Law Professional Corporation; Sukhdeep Kang and Surjit Kang	Not stated	Kang Fresh as Amended Statement of Claim, para 11	Part of $10,000,000 advanced in total (with December 31, 2025).	
				Mar 30, 2026	Kangs say they repaid the loan in full, $10,500,000, transferred to RSG Law in trust; RSG Law says it used the funds to repay Stercus	Sukhdeep Kang; Surjit Kang; RSG Law Professional Corporation (trust); Stercus Accidit Finance Corp.	$10,500,000.00	Kang Fresh as Amended Statement of Claim, paras 14-15	Stercus says it was not repaid (see July 2026). Stercus's counsel says it never received payout funds (Aug 21, 2026 endorsement, para 4).	
				Mar 30, 2026	Khattra tells the Kangs the loan is repaid and the mortgage discharged once Stercus confirms; proof provided to the Kangs	Davinder Singh Khattra; Sukhdeep Kang; Surjit Kang	Not stated	Kang Fresh as Amended Statement of Claim, paras 16-17	Date the discharge was registered is not stated in the claim.	
				Early July 2026	Stercus says it was not repaid and will continue to assert security over the property	Stercus Accidit Finance Corp.; Sukhdeep Kang and Surjit Kang	N/A	Kang Fresh as Amended Statement of Claim, para 18		
				Aug 10, 2026	Statement of claim issued (Commercial List, CL-26-00000356-0000); served on Khattra by email on August 14, 2026	Sukhdeep Kang; Surjit Kang (plaintiffs); RSG Law Professional Corporation; Davinder Singh Khattra; Stercus Accidit Finance Corp.	N/A	Kang order of Aug 21, 2026, para 16		
				Aug 21, 2026	Mareva injunction and Norwich order (Dunphy J.): freezes up to $10,500,000 of RSG and Khattra assets traceable to the Kang funds; sworn statements within 48 hours; bank disclosure ordered	Sukhdeep Kang; Surjit Kang (plaintiffs); RSG Law Professional Corporation; Davinder Singh Khattra; banks named in para 9 and Schedule A	$10,500,000.00	Kang order of Aug 21, 2026, paras 1, 4, 9 and Schedule A	Costs of $72,800.42 awarded to the plaintiffs (substantial indemnity, against the RSG defendants jointly and severally). Scotiabank account 0002-24042-0258911 (Schedule A) is the account listed as 24042-0258911 in the Brownridge block. The order ceases if $10,500,000 is paid into court (para 13).	Scotiabank 24042 02589 11 (0002-24042-0258911, Schedule A to Kang order)
RSG Mayfield Inc.	**0 Mayfield Road, Brampton (PINs 14222-0290 and 14222-0291)**	Vacant agricultural parcel of 19.84 acres; official plan residential; draft plan of subdivision for 52 single-family, 52 townhouse and 260 condo units (stalled)	**Receivership - TDB**	Vacant agricultural parcel of 19.84 acres owned by RSG Mayfield Inc. Bought with $25M of acquisition financing from Vector Financial Services Limited and Olympia Trust Company: commitment letter April 15, 2025; first mortgage registered May 12, 2025. Rajvinder Singh Grewal guaranteed the loan. Avtar Singh Grewal's $3.5M subordinate charge, registered the same day, was discharged May 26, 2026 and replaced by an $8.1M charge in favour of Jagtar Raman and Inderjit Dhugga. Interest has been unpaid since April 2026. Vector demanded payment April 24, 2026 and sued May 8, 2026; $26,269,753.66 was owing at September 8, 2026. TDB Restructuring Limited was appointed receiver September 28, 2026. The property is an Excluded Property under the ARRO, so AlixPartners keeps only Avtar Singh Grewal's interest, if any, and receives any surplus.						
				Summary of allegations: No property-specific fraud allegation found. Vector's September 2026 factum says the borrower (RSG Mayfield Inc.) is in default under its loan and has no viable repayment plan, and that its principal (Rajvinder Grewal) is implicated in several related proceedings in which serious allegations of fraud have been made.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Apr 15, 2025	Commitment letter for acquisition financing of 0 Mayfield Road	Vector Financial Services Limited; Olympia Trust Company (lenders); RSG Mayfield Inc. (borrower); Rajvinder Singh Grewal (guarantor)	$25,000,000.00	Vector factum (Sept 24, 2026) (commitment letter date and facts); Second Report (Oct 9, 2026) para 142	Loan funding date is not stated in the factum. Guarantee given by Rajvinder Singh Grewal.	
				May 9, 2025	General security agreement granted by RSG Mayfield Inc. to Vector	RSG Mayfield Inc.; Vector Financial Services Limited; Olympia Trust Company	N/A	Vector factum (Sept 24, 2026)	Security for the loan above.	
				May 12, 2025	First mortgage registered	Vector Financial Services Limited; Olympia Trust Company; RSG Mayfield Inc.	$25,000,000.00	Vector factum (Sept 24, 2026); Second Report (Oct 9, 2026) para 144(a)	First charge. Registration number from the factum.	
				May 12, 2025	Subordinate charge registered in favour of Avtar Singh Grewal (PR4460924), under a subordination and standstill agreement	Avtar Singh Grewal; RSG Mayfield Inc.; Vector Financial Services Limited	$3,500,000.00	Vector factum (Sept 24, 2026) paras 20-21	Discharged May 26, 2026 (see below). Rajvinder Singh Grewal's factum (para 5) calls it Avtar's second mortgage.	
				Apr 24, 2026	Notice to enforce security (demand), after interest went unpaid since April 2026	Vector Financial Services Limited; Olympia Trust Company; RSG Mayfield Inc.; Rajvinder Singh Grewal	$26,269,753.66	Vector factum (Sept 24, 2026) paras 3, 17 (amount at Sept 8, 2026)	Amount owing at September 8, 2026, not at April 24.	
				May 26, 2026	Discharge of Avtar Singh Grewal's $3,500,000 subordinate charge (PR4595581), without the lender's knowledge	Avtar Singh Grewal; Vector Financial Services Limited; Olympia Trust Company	$3,500,000.00	Vector factum (Sept 24, 2026) paras 20-21	Replaced by the $8,100,000 charge the same day.	
				May 26, 2026	Registration of $8,100,000 charge in favour of Jagtar Raman and Inderjit Dhugga	Jagtar Raman; Inderjit Dhugga; RSG Mayfield Inc.	$8,100,000.00	Vector factum (Sept 24, 2026) paras 20-21; Second Report (Oct 9, 2026) para 144(b)	Registered the same day Avtar Singh Grewal's charge was discharged.	
				Jun 5, 2026	WIGI restrictions order registered	WIGI Restructured Bond Corporation; RSG Mayfield Inc.	N/A	Vector factum (Sept 24, 2026) para 27	Registration number from the factum.	
				Sep 28, 2026	Vector receivership order: TDB Restructuring Limited appointed receiver of 0 Mayfield Road	Vector Financial Services Limited; Olympia Trust Company (plaintiffs); RSG Mayfield Inc.; Rajvinder Singh Grewal (defendants); TDB Restructuring Limited (receiver)	$26,269,753.66	Vector receivership order (Sept 28, 2026) paras 1-34; ARRO (Oct 23, 2026) Schedule B		
				Unknown	First charge registered in favour of Vector Financial Services Limited; Olympia Trust Company	Vector Financial Services Limited; Olympia Trust Company	$25,000,000.00	Second Report (Oct 9, 2026) para 144(a); Vector factum (Sept 24, 2026)		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary						
RSG Law Professional Corporation (funds); 1000234566 Ontario Inc. and 1000451281 Ontario Inc. (sellers)	**5945 Atlantic Drive, Mississauga ON, L4W 1S4**	Industrial;	**Not in receivership - National Bank application (funds subject to Mareva)**	Industrial property; National Bank obtained a commercial loan policy from Chicago Title Insurance Company with respect to a mortgage loan of $4,200,000 advanced to 2758676 Ontario Inc. in connection with refinancing the property. The prior mortgage in favour of RBC was not discharged and remains in priority to National Bank's mortgage.						
				Summary of allegations: An RBC mortgage was to be discharged from funds advanced by National Bank ($4,200,000, registered November 21, 2025, to 275 Ontario Inc.), under RSG Law's undertaking to discharge it. RSG Law received $4,149,243.05 into its TD trust account (1597 5067202). The RBC mortgage was never discharged. The plaintiffs allege Khattra misappropriated the funds and that Grewal supervised the transaction.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Nov 21, 2025	National Bank advanced money to 275 Ontario Inc., sent to RSG Law TD account (Account no. 1597 5067202)	275 Ontario Inc.; Chicago Title Insurance Company; National Bank	$4,149,243.05	Order of Justice Myers dated July 24, 2026, Schedule A; National Bank Factum (October 22, 2026), at para. 7.	Prior mortgage was not discharged.	TD 1597 5067202 (CAD trust account)
				Nov 21, 2025	National Bank Mortgage registered in amount of $4,200,000 with general assignment of rents			National Bank Statement of Claim, at para. 40		
				Nov 21, 2025	Funds transferred from RSG Law TD Account	Transferred to 1000568713 Ontario Inc. directors (Alexei Tsvetkov and Anna Tsvetkova)	$1,500,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;	The affidavit describes this receipt as repayment of a loan from 1000600450 Ontario Inc. and Lalit Rai, not as a transfer to the directors.	
				Nov 21, 2025	Funds transferred from RSG Law TD Account	Transferred to IFS Financial Services directors Andrew Scott Durling, Lindsey Marie Doane, and Marie Mullally	$300,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Nov 21, 2025	Funds transferred from RSG Law TD Account	Transferred to 1000948073 Ontario Inc (sole director Avtar Grewal)	$150,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Nov 21, 2025	Funds transferred from RSG Law TD Account	Transferred to 1000085765 Ontario Inc. (Directors: Gumek Singh and Rani Sunita)	$2,500,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;	The motion record says Schedule A to the July 24, 2026 Order incorrectly states this amount; the affidavit describes $2,250,000 received on November 21, 2025 and loans of $2,500,000 on November 24 and 28, 2025.	
				Nov 21, 2025	Funds transferred from RSG Law TD Account	Transferred to Narinder Kaur	$150,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
RSG Law (funds); 1001010227 Ontario Inc. (227 Ontario Inc.)	**44 Bellflower Lane, Brampton ON (14208-0608)**	Residential property; single residence	**Not in receivership - National Bank application (funds subject to Mareva).**	Residential property; Legion3 obtained a residential loan policy from Chicago Title with respect to a mortgage advanced to 1001010227 Ontario Inc. (227 Ontario Inc). Legion3 advanced funds to Johal Law, which were then transferred to RSG Law BMO account.						
				Summary of allegations: An RBC mortgage of $1,001,182.53 was to be discharged from funds advanced by Legion3, a National Bank plaintiff ($783,810.28 to Johal Law on January 29, 2025). RSG Law received $779,466.60 into its BMO account 3858 1951-616 on January 30, 2025. Johal and Jasvir Kaur gave undertakings to discharge the RBC mortgage and did not honour them. The RBC mortgage was never discharged, and Legion3's money is unaccounted for.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Jan 29, 2025	Legion3 advanced funds to Johal Law in connection with the purchase of the property by 227 Ontario Inc.	Legion3; Johal Law; Jasvir Kaur; Davinder Singh Khattra;	$783,810.28	Order of Justice Myers dated July 24, 2026, Schedule A;		Johal Law BMO 0470 1056-435 (not an RSG account; not in RSG list)
				Jan 30, 2025	Incoming wire from Legion3 to RSG Law BMO account No. 3858 1951-616, relating to 44 Bellflower Lane	Schedule A labels the sender as Legion3. Assumed to be Johal Law (which received $783,810.28 from Legion3 on January 29, 2025, BMO 0470 1056-435) forwarding the funds to RSG Law trust account; the materials do not explicitly state this.	$779,466.60	Order of Justice Myers dated July 24, 2026, Schedule A	Assumption: funds sent from Johal Law to RSG trust account. Not explicitly stated in the materials.	BMO 3858 1951-616
				Jan 30, 2025	Certified cheque No. 5297 paid out of RSG Law funds, in trust for Harsimral Hanspal and Amarbir Kaur	Transferred in trust for Harsimral Hanspal and Amarbir Kaur	$569,775.65	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 30, 2025	Funds transferred from RSG Law BMO Account	Transferred to 2765459 Ontario Inc.	$195,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 30, 2025	Funds transferred from RSG Law BMO Account	Transferred to 1000085765 Ontario Inc.	$500,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 30, 2025	Funds transferred from RSG Law BMO Account	Transferred to Naunihal Dhillon	$50,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 30, 2025	Funds transferred from RSG Law BMO Account	Transferred to Sital Kumar Khosla	$100,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 30, 2025	Funds transferred from RSG Law BMO Account	Transferred to 1000085765 Ontario Inc.	$150,002.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
RSG Law (funds); 1000141947 Ontario Inc. (947 Ontario Inc.) and Jasvir Kaur	**9 Rougebank Avenue, Caledon ON, L7C3V1 (14235-2837)**	Residential property; single residence	**Not in receivership - National Bank application (funds subject to Mareva)**	Residential property; Zeppieri, an individual, obtained a residential loan policy from Chicago Title with respect to a mortgage loan in the amount of $1,070,000, advanced to 1000141947 Ontario Inc. (947 Ontario Inc) and Jasvir Kaur to purchase the property.						
				Summary of allegations: An RBC mortgage was to be discharged from a $1,070,000 loan by Zeppieri, a National Bank plaintiff, to 947 Ontario Inc. (Jasvir Kaur guaranteed it). ~$949,000 was advanced to Johal Law on January 27, 2025. RSG Law received $945,085.44 into its BMO account 3858 1951-616 on January 28, 2025. Johal and Jasvir Kaur undertook to discharge the RBC mortgage. It was never discharged, and Zeppieri's funds are unaccounted for. The plaintiffs say a January 28, 2025 transfer to 1000085765 Ontario Inc. exceeded what RSG Law received for this property by $94,914.56.						
				Transaction details						
				Date	**Transaction**	**Counterparties**	**Amount (CAD)**	**Source documents**	**Other items to note**	**Related RSG bank account**
				Jan 28, 2025	Funds transferred to RSG Law BMO account No. 3858 1951-616		$945,085.44	Order of Justice Myers dated July 24, 2026, Schedule A;		BMO 3858 1951-616
				Jan 28, 2025	Funds transferred from RSG Law BMO Account	Transferred to Pooja Sharma	$200,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 28, 2025	Funds transferred from RSG Law BMO Account	Transferred to Sital Kumar Khosla	$100,035.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
				Jan 28, 2025	Funds transferred from RSG Law BMO Account	Transferred to 1000085765 Ontario Inc.	$1,040,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		

Entity (company or person)	Property (PIN / address)	Property description	Receivership and receiver	Summary
RSG Law (funds); Arthur Dzhaginyan and Iryna Monchak	**231 Brownridge Drive, Thornhill ON, L4J 7B5 (03237-0324)**	Residential property; single residence	**Not in receivership - National Bank application (funds subject to Mareva)**	Residential property; BMO obtained a residential loan policy from Chicago Title with respect to a mortgage loan of $1,075,000, advanced to Arthur Dzhaginyan and Iryna Monchak in connection with the refinancing of the property.
				Summary of allegations: A prior Scotiabank mortgage was to be discharged from a $1,075,000 advance by BMO, a National Bank plaintiff. That $1,075,000 mortgage was never registered on title. RSG Law received the $1,075,000 on January 23, 2026 into its Scotiabank account 24042-0258911 (the record also refers to TD account 1597 5067202). The Scotiabank mortgage was never discharged. The plaintiffs say ColmUSA LLC received $154,270.31 of converted funds from this transaction.

Transaction details

Date	Transaction	Counterparties	Amount (CAD)	Source documents	Other items to note	Related RSG bank account
Jan 23, 2026	Funds transferred to RSG Law Scotiabank account 24042-0258911		$1,075,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		Scotiabank 24042 02589 11 (24042-0258911) - conflict: motion record also says TD 1597 5067202 for this receipt
Jan 23, 2026	Funds transferred from RSG Law Scotiabank account	RSG Law in Trust	$155,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
Jan 23, 2026	Funds transferred from RSG Law Scotiabank account	Transferred to IPFS Canada	$150,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
Jan 23, 2026	Funds transferred from RSG Law Scotiabank account	Transferred to Colmusa LLC	$154,270.31	Order of Justice Myers dated July 24, 2026, Schedule A;		
Jan 23, 2026	Funds transferred from RSG Law Scotiabank account	Transferred to 1000948084 Ontario Inc.	$100,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
Jan 23, 2026	Funds transferred from RSG Law Scotiabank account	Transferred to IFS Financial Services	$250,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
Jan 27, 2026	Funds transferred from RSG Law Scotiabank account	Transferred to 1000085765 Ontario Inc.	$250,000.00	Order of Justice Myers dated July 24, 2026, Schedule A;		
Various dates	Funds transferred from RSG Law Scotiabank account	RSG Law in Trust	$280,370.00	Order of Justice Myers dated July 24, 2026, Schedule A;		